

California High-Speed Rail Authority



RFP No.: HSR13-57

**Request for Proposal for Design-Build  
Services for Construction Package 2-3**

**Book I, Part A.1 – Signature Document**

EXECUTION VERSION

Revision(s)	Date	Description
0	04/02/2014	Initial Release
1	10/09/2014	Addendum No. 5
2	06/10/15	Execution Version

**STANDARD AGREEMENT**  
STD 213 (Rev 06/03)

AGREEMENT NUMBER

HSR13-57

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California High-Speed Rail Authority

CONTRACTOR'S NAME

Dragados/Flatiron Joint Venture

2. The term of this Agreement is: **See Attachment A, Article 4 of the Signature Document**

3. The maximum amount of this Agreement is: **See Attachment A, Article 5 of the Signature Document**

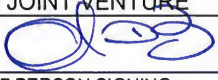

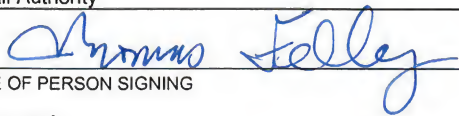
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

CONSTRUCTION PACKAGE 2-3 OF THE FIRST CONSTRUCTION SEGMENT OF THE CALIFORNIA HIGH-SPEED RAIL PROJECT

See Exhibit "1" for the terms and conditions of the Agreement.

For Purposes of this Standard Agreement, "Agreement" shall be "Contract".

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
DRAGADOS/FLATIRON JOINT VENTURE		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	6/5/2015	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ALEJANDRO CANGA BOTTEGHEZ, ATTORNEY-IN-FACT		
ADDRESS		
3200 Park Center Drive, Suite 600, Costa Mesa, CA 92626		
STATE OF CALIFORNIA		
AGENCY NAME		
California High-Speed Rail Authority		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	6/10/15	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Jeffrey Morales, Chief Executive Officer		
ADDRESS		
770 L Street, Suite 800, Sacramento, CA 95814		
<input type="checkbox"/> Exempt Per:		
APPROVED AS TO FORM		
AGENCY NAME		
California High-Speed Rail Authority		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	6/10/15	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Thomas Fellenz, Chief Counsel		

EXECUTION VERSION

**Exhibit 1****Book I – Contract Requirements****a. Signature Document**

- Attachment A: Signature Document General Terms
- Attachment B: Prices
- Attachment C: Key Personnel, ATCs, and Proposal Commitments
- Attachment D: Authorized Representatives Addresses for Notices
- Attachment E: Payment Bond
- Attachment F: Performance Bond
- Attachment G: Guaranty
- Attachment H: Davis-Bacon Act Wage Rates
- Attachment I: DRB Agreement Form
- Attachment J: Buy America Certificate
- Attachment K: Letter of Assent
- Attachment L: Acknowledgment of Organizational Change and Substitution of Procurement Materials

**b. Special Provisions****c. General Provisions****d. Scope of Work****Book II – Third Party Agreements****Book III – Design Criteria and Directive Drawings****Book IV – Supplemental Contract Requirements****Proposal****EXECUTION VERSION**

**Attachment A: Signature Document General Terms****RECITALS**

- A. On April 2, 2014 the California High-Speed Rail Authority (Authority) issued Request for Proposals No. HSR 13-57 (as amended, "RFP") for design and construction of Construction Package No. 2-3 of the First Construction Segment of the California High-Speed Rail Project, pursuant to procurement authority granted in Section 185036(a) of the California Public Utilities Code.
- B. The Authority's goals for the Project include achieving the design, construction and testing of the Project within the Authority's standards for schedule, budget, quality, sustainability, safety and security, and validation, verification and self-certification while meeting the established criteria for the use of small, disabled and disadvantaged businesses and for environmental compliance and mitigation.
- C. The Contract Documents include provisions intended to allow the Authority's goals for the Project to be achieved and to reflect the Contractor's assumption of responsibility, risk, and liability for design of the Project, and a requirement to pay Liquidated Damages in the event of unexcused delay in completion. The RFP required the Proposers to account for such restrictions and requirements in determining the proposed Contract Price.
- D. The Authority evaluated proposals in response to the RFP, and has selected the Contractor for award of the Contract based on a determination that its Proposal provided the best value to the Authority, considering the technical and price factors set forth in the RFP.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1. Definitions and Acronyms**

Refer to Section 1.0 of the General Provisions for definitions of terms and abbreviations used in the Contract Documents.

**ARTICLE 2. Contract Documents**

The Contract Documents are defined in the "Order of Precedence" clause (Section 2) of the General Provisions (Book I, Part B.2). The Contract Documents shall be deemed to include all provisions required by Law to be inserted in the Contract, whether actually inserted or not.

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**ARTICLE 3. Scope of Work**

The Contractor shall do all the work and furnish all the materials (except the work and materials expressly stated in the Contract Documents to be performed or furnished by others) necessary to achieve Final Acceptance. The Contractor shall perform the Work in accordance with the Contract Documents.

A general description of the Scope of the Work is set forth in Contract Documents, Book I, Part C.

**ARTICLE 4. Contract Time**

This Contract shall become effective upon the date of execution by the Authority. The Contractor shall begin the Work on the date set forth in the Notice to Proceed issued by the Authority. See the Special Provisions and the "Notice to Proceed and Prerequisites for Start of Construction" clause (Section 3) of the General Provisions.

The Contractor shall diligently prosecute the Work so as to achieve Substantial Completion by the Substantial Completion Deadline and to achieve Final Acceptance by the Final Acceptance Deadline, as such dates may be extended in accordance with the Contract Documents. Certain Contractor obligations, including its warranty obligations, extend beyond Final Acceptance. See the "Warranty" clause (Section 7.8) of the General Provisions.

**ARTICLE 5. Compensation**

The Contract Price constitutes full compensation for the Work. The Contract Price, Provisional Sums, and hazardous materials unit prices are set forth in Attachment B. The Contract Price is subject to equitable adjustment as set forth in the Contract Documents.

**ARTICLE 6. Alterations and Omissions**

The Work identified in the Contract Documents shall be performed in accordance with the true intent and meaning of the Contract Documents without any further expense of any nature whatsoever to the Authority other than the consideration named in the Contract.

The Authority reserves the right, at any time during the progress of the Work, to alter the Scope of Work, or omit any portion of the Work as it may deem reasonably necessary for the public interest, making allowances for additions and deductions with compensation made in accordance with the Contract Documents for the altered or omitted Work, in accordance with the "Changes" clause (Section 17) of the General Provisions.

**ARTICLE 7. Payments**

As the Work progresses in accordance with the Contract and in a manner that is satisfactory to the Authority, the Authority will make payments to the Contractor for Work completed in accordance with the "Invoicing and Payment" clause (Section 30) of the General Provisions.



**ARTICLE 8. Key Personnel, ATCs, and Proposal Commitments**

Key Personnel, ATCs and Proposal Commitments are set forth in Attachment C.

**ARTICLE 9. Project Organization and Contacts**

Attachment D identifies the initial Authorized Representatives of the Authority and the Contractor. Each party shall have the right to change its Authorized Representative and addresses for notices, upon written notice delivered pursuant to this Article.

All notices and other communications concerning the Contract shall be written in English, shall bear the number assigned to the Contract by the Authority and shall follow the Authority's correspondence format and reference system.

Notices and other communications may be delivered personally, by telegram, by private package delivery, by facsimile, or by regular, certified, or registered mail. A notice to the Authority will be effective only if it is delivered to the Authority's Authorized Representative and other person(s) designated for delivery of notices in Attachment D, and a notice to the Contractor will be effective only if it is delivered to the Contractor's Authorized Representative and other person(s) designated for delivery of notices in Attachment D.

Notices shall be deemed delivered when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U. S. Postal Service, private carrier or other Person making the delivery. Notwithstanding the foregoing, notices sent by tele-facsimile after 4:00 p.m. Pacific Standard or Daylight Time (as applicable) and all other notices received after 5:00 p.m. shall be deemed received on the first business day following delivery (that is, in order for a fax to be deemed received on the same day, at least the first page of the fax must have been received before 4:00 p.m.). Receipt of notices delivered by tele-facsimile shall be confirmed by telephone. Any technical problem or any failure of any kind preventing the Contractor from delivering notice in accordance with the Contract shall be the sole responsibility of the Contractor.

The Contractor shall copy the Authority on all written correspondence pertaining to the Contract between the Contractor and any Person other than the Contractor's Subcontractors, consultants and attorneys.

**ARTICLE 10. Organization**

The Contractor represents, warrants and covenants for the benefit of the Authority as follows.

The Contractor is a Joint Venture,  
duly organized and validly existing under the laws of the State of California,  
with all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted. The Contractor is composed of:

Dragados USA, Inc. and Flatiron West, Inc.

Dragados USA, Inc. is a corporation, duly organized and validly existing under the laws of the State of Delaware, with all requisite power to own its own properties and



assets and carry on its business as now conducted or proposed to be conducted.

Flatiron West, Inc. \_\_\_\_\_ is a corporation, duly organized and validly existing under the laws of the State of Delaware \_\_\_\_\_, with all requisite power to own its own properties and assets and carry on its business as now conducted or proposed to be conducted.

The Contractor and each of its members are duly qualified to do business and are in good standing in the State and will remain in good standing throughout the term of the Contract and for as long thereafter as any obligations remain outstanding under the Contract Documents.

The Contractor's license number and expiration date are #991080, expires on 3/31/2016.

#### **ARTICLE 11. Security**

A copy of the executed Payment Bond is attached as Attachment E. A copy of the executed Performance Bond is attached as Attachment F. A copy of the executed Guaranty is attached as Attachment G.

#### **ARTICLE 12. Davis-Bacon Act Wage Rates**

A copy of the Davis-Bacon Act Wage Rates is attached as Attachment H.

#### **ARTICLE 13. DRB Agreement**

A copy of the DRB Agreement form is attached as Attachment I.

#### **ARTICLE 14. Buy America Certificate**

A copy of the Buy America Certificate is attached as Attachment J.

#### **ARTICLE 15. Letter of Assent**

A copy of the Letter of Assent is attached as Attachment K.

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**Attachment B: Prices**

<b>Fixed Bid Price:</b>	<u>\$ 1,205,335,890.00</u>
<b>PG&amp;E Provisional Sum:</b>	<u>\$ 160,000,000.00</u>
<b>Contract Price [Fixed Bid Price + PG&amp;E Provisional Sum]:</b>	<u>\$ 1,365,335,890.00</u>
 <b>Hazardous Materials Unit Prices per Ton:</b>	
Class I Hazardous Waste <sup>1</sup> (price per ton):	<u>\$73.00/ton</u>
Class II Hazardous Waste <sup>1</sup> (price per ton):	<u>\$65.00/ton</u>
<b>Cap on Liquidated Damages<sup>2</sup>:</b>	<u>\$ 136,533,589.00</u>

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<sup>1</sup> See definition in Book I, Part B, General Provisions.

<sup>2</sup> 10% of Contract Price





**Form H: Proposal Price****Fixed Bid Price<sup>1</sup>:** \$ 1,205,335,890.00**Variable Bid Price:**

Class I Hazardous Waste <sup>2</sup> :	<u>144,000</u> tons	<u>\$</u>	<u>73.00</u>	[price per ton] =	<u>\$ 10,512,000.00</u>
Class II Hazardous Waste <sup>2</sup> :	<u>288,000</u> tons	<u>\$</u>	<u>65.00</u>	[price per ton] =	<u>\$ 18,720,000.00</u>

**Total Variable Bid Price:** \$ 29,232,000.00**Total Proposal Price<sup>3</sup> [Fixed Bid Price + Total Variable Bid Price]:** \$ 1,234,567,890.00  
Signature of Official RepresentativeAlejandro Canga Botteghelz  
Printed NameAttorney-in-Fact  
Title**Offering Organization Name, Address and Telephone**

Dragados/Flatiron/Shimmick Joint Venture  
3200 Park Center Drive, Suite 600  
Costa Mesa, CA 92626  
657-229-7800

<sup>1</sup> Fixed Bid Price - Form I<sup>2</sup> See definition in Book I, Part B.2, General Provisions.<sup>3</sup> For Price Proposal evaluation purposes.



## Form I: Price Breakdown

FRA Cost Codes	Price Breakdown	Lump Sum
40-FC-8003 , 40-FC-8004	Design Services (including Management, VV&SC)	\$ 103,285,890.00
40-FC-8005	Construction Services (including Administration and Management)	\$ 120,000,000.00
40-FC-8008	Surveying, Testing, QC and QA	\$ 27,550,000.00
40-FC-8009	Engineering Inspection	\$ 10,500,000.00
40-FC-4001	Demolition, Clearing and Site Preparation	\$ 45,000,000.00
40-FC-4002	Site Utilities: Utility Relocation, Railroads, etc.	\$ 90,000,000.00
40-FC-8007	Environmental: Professional Services, Legal, Permits, etc.	\$ 15,000,000.00
40-FC-4003	Environmental: Hazardous Material Removal/Mitigation	\$ 500,000.00
40-FC-4004	Environmental: Mitigation (Wetlands, Archaeology, etc.)	\$ 500,000.00
40-FC-1001	Track Structure: Viaduct	\$ 160,000,000.00
40-FC-1002	Track Structure: Major/Movable Bridge	\$ 20,000,000.00
40-FC-1004	Track Structure: Culverts and Drainage Structures	\$ 60,000,000.00
40-FC-1005	Track Structure: Fill and cut of more than 4 feet	\$ 125,000,000.00
40-FC-1006	Track Structure: At-grade (<4 feet)	\$ 4,000,000.00
40-FC-1008	Track Structure: Retaining Wall and Systems	\$ 4,000,000.00
40-FC-1011 , 40-FC1012, 40-FC-1013, 40-FC-1014	Track Rehabilitation: All other work not HSR Track	\$ 110,500,000.00
40-FC-4005	Non-HSR Structures: Site Structures, including retaining walls	\$ 65,000,000.00
40-FC-1018	Linear Structure: Fencing	\$ 21,000,000.00
40-FC-4008	Non-HSR Structures: Highway/Pedestrian Overpass/Grade Separation	\$ 146,500,000.00
40-FC-8005	Mobilization, Insurance and Bonds	\$ 77,000,000.00
Fixed Bid Price:		\$ 1,205,335,890.00

RFP No.: 13-57 - Addendum No. 5 - 10/09/2014



**Attachment C: Key Personnel, ATCs, and Proposal Commitments****KEY PERSONNEL**

Project Manager/Director	Dragados USA, Inc.	Lloyd Neal
Design Manager	Jacobs Engineering Group, Inc.	Roger Trevett, P.E.
Construction Manager	Dragados USA, Inc.	Rafael Molina
Quality Manager	Dragados USA, Inc.	Antoni Gimenez
Environmental Compliance Manager	Jacobs Engineering Group, Inc.	TBD/Replacement for David Clark

**ATC NUMBER****DESCRIPTION**

ATC 2	Lowers HSR Alignment at Cross Creek
ATC 3	Replaces Viaduct with Slope Embankment in the Kings River Complex Floodplain
ATC 5	Relocate Hanford Station North of RFP Location
ATC 8b	Place Piers in the Floodway of Kings River Complex
ATC 8d	Place Additional Piers in the Floodway of Tule River
ATC 15a	Realign Ave. 120 Grade Separation over HSR/BNSF/SR-43 and Eliminate Proposed Grade Separated Crossings at Avenue 128 and 112
ATC 17	Places Hanford Station At Grade

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**PROPOSAL COMMITMENTS**

This section is intentionally left blank.



**Attachment D: Authorized Representatives Addresses for Notices**

The Authority's initial Authorized Representative is:

Jorge Granados, P.E.

Construction Manager

1401 Fulton Street, Suite 300

Fresno, CA 93721

The Contractor's initial Authorized Representative is:

Lloyd Neal

Project Manager/Director

3200 Park Center Drive, Suite 600

Costa Mesa, CA 92626

Copies of all notices from the Contractor regarding disputes, termination and default notices shall be delivered to the following persons in addition to the Authority's Authorized Representative:

Thomas Fellenz

Chief Counsel

770 L Street, Suite 620 MS1

Sacramento, CA 95814

Copies of all notices from the Authority regarding disputes, termination and default notices shall be delivered to the following persons in addition to the Contractor's Authorized Representative:

Alejandro Canga Botteghelz

Attorney-in-Fact

3200 Park Center Drive, Suite 600

Costa Mesa, CA 92626

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**Attachment E: Payment Bond**

[THIS FORM OF BOND TO BE REPLACED WITH EXECUTED BOND IN EXECUTED CONTRACT]

Contract No.: HSR 13-57

Bond No.: 015046491 (Liberty - Dragados); PRF09183954 (F&D/Zurich-Dragados); 929591515 (CIC -Dragados);  
US00069298SU15A (XL - Dragados); 923166 (ICSOP/AHA - Dragados); 40-SUR-300002-01-0003 (NIC-Dragados)  
015048068 (Liberty - Flatiron); 9189320 (F&D/Zurich-Flatiron); 929607743 (CIC-Flatiron); 106288765 (Travelers - Flatiron)  
US00068893SU15A (XL - Flatiron); 82389541 (Federal - Flatiron)

WHEREAS, the California High-Speed Rail Authority ("Obligee"), has awarded to

Dragados/Flatiron, a Joint Venture  
Construction Package 2-3 of the California High-Speed Rail  
 ("Principal"), a Design-Build Contract for the

project dated as of June 5, 20 15 (the "Contract"), on the terms and conditions set forth therein; and

WHEREAS, Principal is required to furnish a bond guaranteeing payment of claims as described in Civil Code Section 9550 concurrently with delivery to Obligee of the executed Contract.

NOW, THEREFORE, Principal and Liberty Mutual Insurance Company, a Massachusetts corporation  
Fidelity and Deposit Company of Maryland, a Maryland corporation  
Zurich American Insurance Company, a New York corporation,

a The Continental Insurance Company, a Pennsylvania corporation; XL Specialty Insurance Company, a Delaware Corporation;

The Insurance Company of the State of Pennsylvania, a Pennsylvania corporation; American Home Assurance Company,  
and a New York corporation; National Indemnity Company, a Nebraska corporation

a Travelers Casualty and Surety Company of America, a Connecticut corporation; Federal Insurance Company, an Indiana corporation

(collectively "Co-Sureties"), each an admitted surety insurer in the State of California, are held

and firmly bound unto Obligee in the amount of \$1,365,335,890.00  
*[insert 100 percent of the Contract Price]*

(the "Bonded Sum"), for payment of which sum Principal and Co-Sureties jointly and severally firmly bind themselves and their successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal shall fail to pay any of the persons named in Civil Code Section 9100; or any amounts due under the Unemployment Insurance Code; or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and subcontractors pursuant to the Unemployment Insurance Code Section 13020, with respect to the Work, then Co-Sureties shall pay for the same in an amount not to exceed the Bonded Sum; otherwise this obligation shall be null and void.

The Contract Documents (as defined in the Contract) are incorporated by reference herein.

No alteration, modification, or supplement to the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Co-Sureties under this bond and Co-Sureties hereby waive notice thereof.



The Co-Sureties agree to empower a single representative with responsibility for coordinating among all of the Co-Sureties with respect to this bond, so that Obligor will have no obligation to deal with multiple sureties hereunder. All correspondence from Obligor to the Co-Sureties and all claims under this bond shall be sent to such designated representative. The designated representative may be changed only by delivery of written notice (by personal delivery or by certified mail with return receipt requested) to Obligor designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be:

Liberty Mutual Insurance Company c/o Corporation Service Company, 80 State Street, Albany, NY 11207-2543

and the initial agent for service of process shall be:

Corporation Service Company  
80 State Street, Albany, NY 11207-2543

This bond shall inure to the benefit of the persons named in Civil Code Section 9100 so as to give a right of action to such persons and their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, Principal and Co-Sureties have caused this bond to be executed and

delivered as of June 5, 20 15.

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Principal: Dragados/Flatiron Joint Venture

By: [Signature]

[Seal]

Its: Fernando Gonzalez Alcaniz, Chief Financial Officer, Dragados USA, Inc.

Co-Surety: Liberty Mutual Insurance Company

By: [Signature]

[Seal]

Its: Andrea E. Gorbert, Attorney-In-Fact

Co-Surety: The Continental Insurance Company

By: [Signature]

Its: Andrea E. Gorbert, Attorney-In-Fact

Co-Surety: Fidelity and Deposit Company of Maryland

By: [Signature]

[Seal]

Its: Andrea E. Gorbert, Attorney-In-Fact

Co-Surety: National Indemnity Company

By: [Signature]

Its: Andrea E. Gorbert, Attorney-In-Fact

Co-Surety: Zurich American Insurance Company

By: [Signature]

Its: Andrea E. Gorbert, Attorney-In-Fact

Co-Surety: Federal Insurance Company

By: [Signature]

Its: Andrea E. Gorbert, Attorney-In-Fact

Co-Surety: XL Specialty Insurance Company

By: [Signature]

Its: Andrea E. Gorbert, Attorney-In-Fact

Co-Surety: American Home Assurance Company

By: [Signature]

Its: Andrea E. Gorbert, Attorney-In-Fact

[ADD APPROPRIATE CO-SURETY ACKNOWLEDGMENTS]

Co-Surety: The Insurance Company of the State of Pennsylvania

By: [Signature]

Its: Andrea E. Gorbert, Attorney-In-Fact

Co-Surety: Travelers Casualty and Surety Company of America

By: [Signature]

Its: Andrea E. Gorbert, Attorney-In-Fact





The Co-Sureties agree to empower a single representative with responsibility for coordinating among all of the Co-Sureties with respect to this bond, so that Obligor will have no obligation to deal with multiple sureties hereunder. All correspondence from Obligor to the Co-Sureties and all claims under this bond shall be sent to such designated representative. The designated representative may be changed only by delivery of written notice (by personal delivery or by certified mail with return receipt requested) to Obligor designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be:

Liberty Mutual Insurance Company c/o Corporation Service Company, 80 State Street, Albany, NY 11207-2543

and the initial agent for service of process shall be:

Corporation Service Company  
80 State Street, Albany, NY 11207-2543

This bond shall inure to the benefit of the persons named in Civil Code Section 9100 so as to give a right of action to such persons and their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, Principal and Co-Sureties have caused this bond to be executed and

delivered as of June 5 <sup>TBD</sup>, 20 15.

Principal: Dragados/Flatiron Joint Venture

By: [Signature]

Its: Lars Leitner, Chief Financial Officer, Flatiron West, Inc.

[Seal]

Co-Surety: Liberty Mutual Insurance Company

By: \_\_\_\_\_

Its: Andrea E. Gorbert, Attorney-In-Fact

[Seal]

Co-Surety: Fidelity and Deposit Company of Maryland

By: \_\_\_\_\_

Its: Andrea E. Gorbert, Attorney-In-Fact

Co-Surety: The Continental Insurance Company

By: \_\_\_\_\_

Its: Andrea E. Gorbert, Attorney-In-Fact

[Seal]

Co-Surety: National Indemnity Company

By: \_\_\_\_\_

Its: Andrea E. Gorbert, Attorney-In-Fact

Co-Surety: Zurich American Insurance Company

By: \_\_\_\_\_

Its: Andrea E. Gorbert, Attorney-In-Fact

Co-Surety: Federal Insurance Company

By: \_\_\_\_\_

Its: Andrea E. Gorbert, Attorney-In-Fact

Co-Surety: XL Specialty Insurance Company

By: \_\_\_\_\_

Its: Andrea E. Gorbert, Attorney-In-Fact

Co-Surety: American Home Assurance Company

By: \_\_\_\_\_

Its: Andrea E. Gorbert, Attorney-In-Fact

[ADD APPROPRIATE CO-SURETY ACKNOWLEDGMENTS]

Co-Surety: Travelers Casualty and Surety Company of America

Co-Surety: The Insurance Company of the State of Pennsylvania

By: \_\_\_\_\_

Its: Andrea E. Gorbert, Attorney-In-Fact

By: \_\_\_\_\_

Its: Andrea E. Gorbert, Attorney-In-Fact



EXECUTION VERSION

## PRINCIPAL ACKNOWLEDGMENT

State of Colorado

County of Broomfield

On the 4<sup>th</sup> day of June, 2015 before me, Kimberly Jarvis, Notary Public, personally appeared Lars Leitner, Chief Financial Officer of Flatiron West, Inc., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

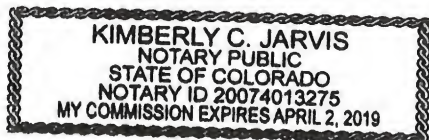
I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature

Kimberly C. Jarvis



**Attachment F: Performance Bond**

[THIS FORM OF BOND TO BE REPLACED WITH EXECUTED BOND IN EXECUTED CONTRACT]

Contract No.: HSR 13-57

Bond No.: 015046491 (Liberty - Dragados); PRF09183954 (F&D/Zurich-Dragados); 929591515 (CIC - Dragados); US00089298SU15A (XL - Dragados); 923166 (ICSOP/AHA - Dragados); 40-SUR-300002-01-0003 (NIC - Dragados); 015048068 (Liberty - Flatiron); 9189320 (F&D/Zurich-Flatiron); 929607743 (CIC-Flatiron); 106288765 (Travelers - Flatiron); US00068893SU15A (XL - Flatiron); 82389541 (Federal - Flatiron)

WHEREAS, the California High-Speed Rail Authority ("Obligee"), has awarded to

Dragados/ Flatiron, a Joint Venture  
Construction Package 2-3 of the California  
("Principal"), a Design-Build Contract for the High-Speed Rail

project dated as of June 5, 20 15 (the "Contract"), on the terms and conditions set forth therein; and

WHEREAS, Principal is required to furnish a bond guaranteeing the faithful performance of its obligations under the Contract Documents (as defined in the Contract) concurrently with delivery to Obligee of the executed Contract.

NOW, THEREFORE, Principal and Liberty Mutual Insurance Company, a Massachusetts corporation  
Fidelity and Deposit Company of Maryland, a Maryland corporation  
Zurich American Insurance Company, a New York corporation,  
~~and~~ The Continental Insurance Company, a Pennsylvania corporation; XL Specialty Insurance Company, a Delaware Corporation;  
~~and~~ The Insurance Company of the State of Pennsylvania, a Pennsylvania corporation; American Home Assurance Company,  
~~and~~ a New York corporation; National Indemnity Company, a Nebraska corporation,

~~and~~ Travelers Casualty and Surety Company of America, a Connecticut corporation; Federal Insurance Company, an Indiana corporation  
(collectively "Co-Sureties"), each an admitted surety insurer in the State of California, are held

and firmly bound unto Obligee in the amount of \$682,667,945.00

*[insert 50 percent of the Contract Price]*

(the "Bonded Sum"), for payment of which sum Principal and Co-Sureties jointly and severally firmly bind themselves and their successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal shall promptly and faithfully perform all of its obligations under the Contract Documents, including any and all amendments and supplements thereto, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Contract Documents (as defined in the Contract) are incorporated by reference herein.

This bond specifically guarantees the performance of each and every obligation of Principal under the Contract Documents, as they may be amended and supplemented, including but not limited to its liability for Liquidated Damages and warranties as specified in the Contract Documents, but not to exceed the Bonded Sum.

The guarantee contained herein shall survive the final completion of the design and construction called for in the Contract Documents with respect to those obligations of Principal which survive such final completion.



In the event that Principal is in default, is declared by Obligee to be in default under the Contract Documents, and provided that Obligee is not then in material default thereunder, Co-Sureties shall promptly perform the following actions:

- Remedy such default;
- Complete the Contract in accordance with the terms and conditions of the Contract Documents then in effect; or
- Select a contractor or contractors to complete all Work for which a notice to proceed has been issued in accordance with the terms and conditions of the Contract Documents then in effect, using a procurement methodology approved by Obligee, arrange for a contract between such contractor or contractors and Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under such contract or contracts of completion arranged under this paragraph), sufficient funds to pay the cost of completion less the unpaid balance of the Contract Price, but not exceeding, including other costs and damages for which Co-Sureties are liable hereunder, the Bonded Sum.

No alteration, modification, or supplement to the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Co-Sureties under this bond and Co-Sureties hereby waive notice thereof.

The Co-Sureties agree to empower a single representative with responsibility for coordinating among all of the Co-Sureties with respect to this bond, so that Obligee will have no obligation to deal with multiple sureties hereunder. All correspondence from Obligee to the Co-Sureties and all claims under this bond shall be sent to such designated representative. The designated representative may be changed only by delivery of written notice (by personal delivery or by certified mail with return receipt requested) to Obligee designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be:

Liberty Mutual Insurance Company c/o Corporation Service Company, 80 State Street, Albany, NY 11207-2543

and the initial agent for service of process shall be: \_\_\_\_\_

Corporation Service Company  
80 State Street  
Albany, NY 11207-2543

No right of action shall accrue on this bond to or for the use of any entity other than Obligee or its successors and assigns.

EXECUTION VERSION





IN WITNESS WHEREOF, Principal and Co-Sureties have caused this bond to be executed and delivered as of June 5, 2015.

Principal: Dragados / Flatiron

By: [Signature]

[SEAL]

Its: Fernando Gonzalez Alcaniz, Chief Financial Officer, Dragados USA, Inc.

Principal: \_\_\_\_\_

By: \_\_\_\_\_

[SEAL]

Its: \_\_\_\_\_

Co-Surety: Liberty Mutual Insurance Company

By: [Signature]

[SEAL]

Its: Andrea E. Gorbert, Attorney-In-Fact

Co-Surety: The Continental Insurance Company

By: [Signature]

Its: Andrea E. Gorbert, Attorney-In-Fact

Co-Surety: Fidelity and Deposit Company of Maryland

By: [Signature]

[SEAL]

Its: Andrea E. Gorbert, Attorney-In-Fact

Co-Surety: XL Specialty Insurance Company

By: [Signature]

Its: Andrea E. Gorbert, Attorney-In-Fact

Co-Surety: Zurich American Insurance Company

By: [Signature]

Its: Andrea E. Gorbert, Attorney-In-Fact

Co-Surety: National Indemnity Company

By: [Signature]

Its: Andrea E. Gorbert, Attorney-In-Fact

Co-Surety: The Insurance Company of the State of Pennsylvania

By: [Signature]

Its: Andrea E. Gorbert, Attorney-In-Fact

Co-Surety: American Home Assurance Company

By: [Signature]

Its: Andrea E. Gorbert, Attorney-In-Fact

[ADD APPROPRIATE CO-SURETY ACKNOWLEDGMENTS]

Co-Surety: Travelers Casualty and Surety Company of America

By: [Signature]

Its: Andrea E. Gorbert, Attorney-In-Fact

Co-Surety: Federal Insurance Company

By: [Signature]

Its: Andrea E. Gorbert, Attorney-In-Fact

EXECUTION VERSION





IN WITNESS WHEREOF, Principal and Co-Sureties have caused this bond to be executed and delivered as of June 5 TBD, 20 15.

Principal: Dragados / Flatiron

By: \_\_\_\_\_

Its: \_\_\_\_\_

Principal: Dragados/Flatiron Joint Venture

By: \_\_\_\_\_

Its: Lars Leitner, Chief Financial Officer, Flatiron West, Inc.

[SEAL]

[SEAL]

Co-Surety: Liberty Mutual Insurance Company

By: \_\_\_\_\_

Its: \_\_\_\_\_

[SEAL]

Co-Surety: The Continental Insurance Company

By: \_\_\_\_\_

Its: Andrea E. Gorbett, Attorney-In-Fact

Co-Surety: Fidelity and Deposit Company of Maryland

By: \_\_\_\_\_

Its: Andrea E. Gorbett, Attorney-In-Fact

[SEAL]

Co-Surety: XL Specialty Insurance Company

By: \_\_\_\_\_

Its: Andrea E. Gorbett, Attorney-In-Fact

Co-Surety: Zurich American Insurance Company

By: \_\_\_\_\_

Its: Andrea E. Gorbett, Attorney-In-Fact

Co-Surety: National Indemnity Company

By: \_\_\_\_\_

Its: Andrea E. Gorbett, Attorney-In-Fact

Co-Surety: The Insurance Company of the State of Pennsylvania

By: \_\_\_\_\_

Its: Andrea E. Gorbett, Attorney-In-Fact

Co-Surety: American Home Assurance Company

By: \_\_\_\_\_

Its: Andrea E. Gorbett, Attorney-In-Fact

[ADD APPROPRIATE CO-SURETY ACKNOWLEDGMENTS]

Co-Surety: Travelers Casualty and Surety Company of America

By: \_\_\_\_\_

Its: Andrea E. Gorbett, Attorney-In-Fact

Co-Surety: Federal Insurance Company

By: \_\_\_\_\_

Its: Andrea E. Gorbett, Attorney-In-Fact

EXECUTION VERSION



## PRINCIPAL ACKNOWLEDGMENT

State of New York

County of New York

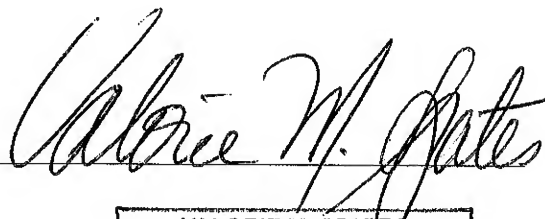
On 5<sup>th</sup> of June, 2015 before me, Valorie M. Spates, Notary Public, personally appeared Fernando Gonzalez Alcaniz who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature



VALORIE M. SPATES NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01SP6135425 Qualified in Queens County Commission Expires October 17, 20 <u>17</u>
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## PRINCIPAL ACKNOWLEDGMENT

State of Colorado

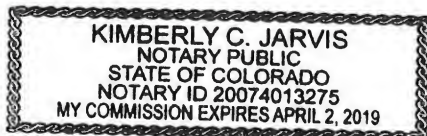
County of Broomfield

On the 4<sup>th</sup> day of June, 2015 before me, Kimberly Jarvis, Notary Public, personally appeared Lars Leitner, Chief Financial Officer of Flatiron West, Inc., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)



Signature Kimberly C Jarvis

## SURETY ACKNOWLEDGMENT

State of New York

County of Nassau

On 5<sup>th</sup> of June, 2015 before me, Anne L. Potter, Notary Public, personally appeared Andrea E. Gorbett who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature



ANNE L. POTTER  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01PO6283845  
Qualified in Queens County  
My Commission Expires June 17, 2017



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6808907

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrea E. Gorbert; Anne Potter; Annette Leuschner; Beverly A. Woolford; David W. Rosehill; Nancy Schnee; Valorie Spates

all of the city of Jericho, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of December, 2014.



STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 11th day of December, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts** – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this JUN 05 2015 day of JUN 05 2015, 2015.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary





LIBERTY MUTUAL INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2014

Assets		Liabilities	
Cash and Bank Deposits .....	\$744,221,142	Unearned Premiums .....	\$6,288,178,795
*Bonds — U.S Government .....	1,718,117,704	Reserve for Claims and Claims Expense.....	16,879,324,618
*Other Bonds .....	11,205,872,087	Funds Held Under Reinsurance Treaties.....	211,983,009
*Stocks.....	9,533,437,819	Reserve for Dividends to Policyholders .....	1,246,547
Real Estate .....	277,742,849	Additional Statutory Reserve .....	40,877,587
Agents' Balances or Uncollected Premiums.....	4,150,041,316	Reserve for Commissions, Taxes and	
Accrued Interest and Rents .....	129,261,358	Other Liabilities .....	<u>2,664,248,124</u>
Other Admitted Assets .....	<u>14,896,464,393</u>	<b>Total.....</b>	<b>\$26,085,858,680</b>
<b>Total Admitted Assets.....</b>	<b><u>\$42,655,158,668</u></b>	Special Surplus Funds.....	\$53,954,363
		Capital Stock .....	10,000,000
		Paid in Surplus .....	8,829,117,542
		Unassigned Surplus.....	7,676,228,083
		<b>Surplus to Policyholders .....</b>	<b><u>16,569,299,988</u></b>
		<b>Total Liabilities and Surplus .....</b>	<b><u>\$42,655,158,668</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2014, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 20th day of March, 2015.

*TAMikolajewski*

Assistant Secretary

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Nancy SCHNEE, Andrea E. GORBERT, Annette LEUSCHNER, Valorie SPATES, Beverly A. WOOLFORD and Anne POTTER, all of Jericho, New York, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 15th day of December, A.D. 2014.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*  
Secretary  
Eric D. Barnes

*Thomas O. McClellan*  
Vice President  
Thomas O. McClellan

State of Maryland  
County of Baltimore

On this 15th day of December, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 14, 2015



## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

JUN 05 2015



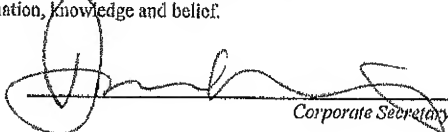
*Michael Bond*

Michael Bond, Vice President

**ZURICH AMERICAN INSURANCE COMPANY**  
**COMPARATIVE BALANCE SHEET**  
**ONE LIBERTY PLAZA, 165 BROADWAY, 32nd FLOOR, NEW YORK, NY 10006**  
**As of December 31, 2014 and December 31, 2013**

	12/31/2014	12/31/2013
<b>Assets</b>		
Bonds	\$ 17,933,136,241	\$ 18,990,565,123
Preferred Stock	-	-
Common Stock	3,213,594,517	2,411,755,638
Other Invested Assets	2,602,435,930	2,505,133,631
Short-term Investments	707,396,303	327,019,081
Receivable for securities	20,334,654	123,767,865
Cash and cash equivalents	9,155,828	(65,045,469)
Securities lending reinvested collateral assets	167,993,212	208,060,537
Employee Trust for Deferred Compensation Plan	140,606,132	142,420,097
Total Cash and Invested Assets	\$ 24,794,652,816	\$ 24,643,676,503
Premiums Receivable	\$ 3,317,513,374	\$ 3,358,946,105
Funds Held with Reinsurers	2,357,701	2,383,155
Reinsurance Recoverable	492,689,841	391,812,478
Accrued Investment Income	116,594,177	113,886,701
Federal Income Tax Recoverable	941,023,188	940,033,456
Due from Affiliates	83,375,591	183,852,738
Other Assets	561,819,984	549,410,052
Total Assets	\$ 30,310,026,672	\$ 30,184,001,188
<b>Liabilities and Policyholders' Surplus</b>		
<b>Liabilities:</b>		
Loss and LAE Reserves	\$ 13,922,765,027	\$ 13,894,112,327
Unearned Premium Reserve	4,502,895,029	4,321,146,577
Funds Held with Reinsurers	191,291,330	185,460,548
Loss In Course of Payment	306,093,345	357,922,606
Commission Reserve	79,627,248	68,132,284
Federal Income Tax Payable	115,512,376	290,773,995
Remittances and Items Unallocated	123,759,621	111,710,550
Payable to parent, subs and affiliates	154,224,298	154,428,297
Provision for Reinsurance	59,189,897	43,942,761
Ceded Reinsurance Premiums Payable	721,709,366	807,651,125
Securities Lending Collateral Liability	167,993,212	208,060,537
Other Liabilities	1,949,229,451	1,942,241,242
Total Liabilities	\$ 22,294,290,200	\$ 22,385,582,849
<b>Policyholders' Surplus:</b>		
Common Capital Stock	\$ 5,000,000	\$ 5,000,000
Paid-In and Contributed Surplus	4,394,131,321	4,394,131,321
Surplus Notes	-	-
Special Surplus Funds	57,824,000	34,865,000
Cumulative Unrealized Gain	572,072,362	505,136,565
Unassigned Surplus	2,986,708,790	2,859,285,454
Total Policyholders' Surplus	\$ 8,015,736,472	\$ 7,798,418,339
Total Liabilities and Policyholders' Surplus	\$ 30,310,026,672	\$ 30,184,001,188

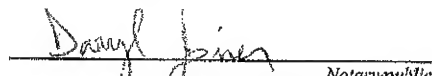
I, Dennis F. Kerrigan, Corporate Secretary of ZURICH AMERICAN INSURANCE COMPANY do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2014, according to the best of my information, knowledge and belief.

  
Corporate Secretary

State of Illinois  
County of Cook

} SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2015.

  
Notary Public

DARRYL JOINER  
OFFICIAL SEAL  
Notary Public - State of Illinois  
My Commission Expires  
February 24, 2018

# FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

## Statement of Financial Condition

As Of December 31, 2014

### ASSETS

Bonds.....	\$ 142,720,308
Stocks .....	21,816,223
Cash and Short Term Investments.....	2,077,768
Reinsurance Recoverable .....	10,375,303
Other Accounts Receivable .....	46,778,921
TOTAL ADMITTED ASSETS .....	<u>\$ 223,768,523</u>

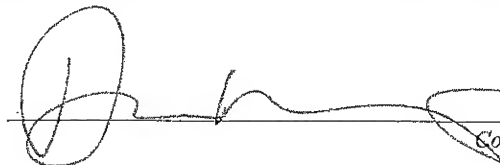
### LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses .....	\$ 1,321,332
Ceded Reinsurance Premiums Payable.....	49,965,411
Securities Lending Collateral Liability.....	4,009,064
TOTAL LIABILITIES .....	<u>\$ 55,295,807</u>
Capital Stock, Paid Up.....	\$ 5,000,000
Surplus.....	163,472,717
Surplus as regards Policyholders.....	168,472,716
TOTAL.....	<u>\$ 223,768,523</u>

Securities carried at \$58,191,540 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2014 would be \$227,936,393 and surplus as regards policyholders \$172,640,586.

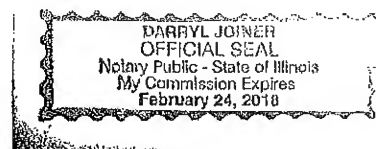
I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2014.

  
Corporate Secretary

State of Illinois }  
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2015.

  
Notary Public





## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Annette M Leuschner, Nancy Schnee, Valorie Spates, Andrea E Gorbert, Beverly A Woolford, Anne Potter, Individually, of Jericho, NY**

**Debra A Deming, Vivian Carti, Evangelina L Dominick, Annette M Leuschner, Cynthia Farrell, Sandra Diaz, Jessica Iannotta, Kelly O'Malley, Edward Reilly, Individually, of New York**

of, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

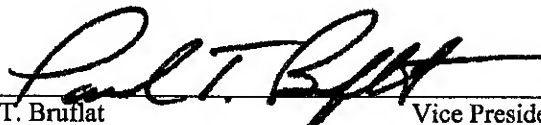
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of December, 2014.

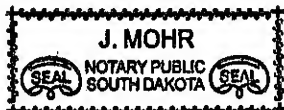


The Continental Insurance Company

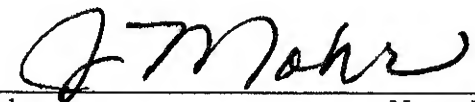
  
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 12th day of December, 2014, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2015

  
J. Mohr Notary Public

### CERTIFICATE

I, D. Bult, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this \_\_\_\_\_ day of \_\_\_\_\_.



JUN 05 2015

The Continental Insurance Company

  
D. Bult Assistant Secretary

## **Authorizing Resolutions**

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

THE CONTINENTAL INSURANCE COMPANY  
Radnor, Pennsylvania  
Statement of Net Admitted Assets and Liabilities  
December 31, 2014

ASSETS

Bonds	\$ 1,349,822,576
Stocks	166,740,793
Cash, cash equivalents, and short-term investments	217,772,322
Amounts recoverable from reinsurers	136,016,120
Net deferred tax asset	85,644,520
Premiums and considerations	18,049,028
Other assets	39,337,814
Total Assets	<u>\$ 1,995,334,145</u>

LIABILITIES AND SURPLUS

Losses	\$ 851,065,352
Loss adjustment expense	35,957,892
Ceded reinsurance premiums payable (net of ceding commissions)	24,580,363
Funds held by company under reinsurance treaties	356,117,935
Provision for reinsurance	76,000,000
Other liabilities	<u>(785,728,501)</u>
Total Liabilities	\$ 557,993,041

Surplus Account:

Capital paid up	\$ 53,566,360
Gross paid in and contributed surplus	1,423,436,994
Special Surplus	100,090,172
Unassigned funds	<u>(139,752,422)</u>

Surplus as regards policyholders

\$ 1,437,341,104

Total Liabilities and Capital

\$ 1,995,334,145

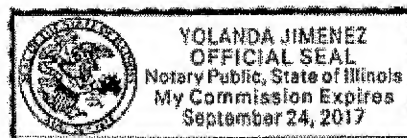
I, Peter Locy, Assistant Vice President of The Continental Insurance Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2014, as filed with the various Insurance Departments and is a true and correct statement of the condition of The Continental Insurance Company as of that date.

The Continental Insurance Company

By *Peter Locy*  
Assistant Vice President

Subscribed and sworn to me this 19th day of March, 2015.

My commission expires:



*Yolanda Jimenez*  
Notary Public



XL Group  
Insurance  
Reinsurance

Power of Attorney  
XL Specialty Insurance Company  
Greenwich Insurance Company  
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER  
UNLIMITED POWER OF ATTORNEY  
XL1519144

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, and Greenwich Insurance Company, Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:  
**Nancy Schnee, Edward Reilly, Anne Potter, Beverly Woolford, Kelly O'Malley, Debra A. Deming, Andrea E. Gorbett, Valorie Spates, Jessica Iannotta, Annette M. Leuschner**

each its true and lawful Attorney(s) in fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 16th day of April 2015.

RESOLVED, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this April 16th, 2015.



XL SPECIALTY INSURANCE COMPANY  
GREENWICH INSURANCE COMPANY

By:

*David S. Hewett*

David S. Hewett, SENIOR VICE PRESIDENT

Attest:

*Toni Ann Perkins*

Toni Ann Perkins, SECRETARY

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD

On this 16th day of April, 2015, before me personally came David S. Hewett to me Known, who, being duly sworn, did depose and say: that he is Executive Vice President of XL SPECIALTY INSURANCE COMPANY and Senior Vice President of GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument are such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



*Kim D. Silva*  
Kim D. Silva, NOTARY PUBLIC

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Secretary of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, corporations of the State of Delaware, do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

JUN 05 2015

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporations, at the City of Stamford, this \_\_\_\_ day of \_\_\_\_.



*Toni Ann Perkins*

Toni Ann Perkins, SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 16th day of April, 2015.



XL REINSURANCE AMERICA INC.

by:

*John P. Welch*

John P. Welch, PRESIDENT & CEO

Attest:

*Toni Ann Perkins*

Toni Ann Perkins, SECRETARY

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD

On this 16th day of April, 2015, before me personally came John P. Welch to me known, who, being duly sworn, did depose and say: that he is President & CEO of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.



*Kim D. Sliva*

Kim D. Sliva, NOTARY PUBLIC

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Stamford, this \_\_\_\_ day of \_\_\_\_.



*Toni Ann Perkins*

Toni Ann Perkins, SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after April 16, 2020  
SB0041

THIS DOCUMENT IS PRINTED ON A BLUE BACKGROUND



XL SPECIALTY INSURANCE COMPANY  
STATUTORY STATEMENT OF ADMITTED ASSETS,  
LIABILITIES, CAPITAL AND SURPLUS  
December 31, 2014  
(U.S. Dollars)

Assets:		Liabilities:	
Bonds	232,863,926	Loss & loss adjustment expenses	197,043,344
Stocks	46,171,492	Reinsurance payable on paid loss and loss adjustment expenses	(63,502)
Cash and short-term investments	101,315,183	Unearned premiums	36,745,052
Receivable for securities		Ceded reinsurance premium payable	
<b>Total Invested Assets</b>	<b>380,350,601</b>	Funds held by company under reinsurance treaties	5,632,876
		Payable for Securities	
		Other Liabilities	50,120,854
		<b>Total Liabilities</b>	<b>289,478,624</b>
Agents Balances	30,638,955	Capital and Surplus:	
		Aggregate write-ins for special surplus funds	
Funds held by or deposited with reinsured companies		Common capital Stock	5,812,500
Reinsurance recoverable on loss and loss adjustment expense payments		Gross paid in and contributed surplus	127,529,060
Accrued interest and dividends	1,150,117	Unassigned surplus	9,838,766
Other admitted assets	20,519,277	<b>Total Capital and Surplus</b>	<b>143,180,326</b>
<b>Total Admitted Assets</b>	<b>432,658,950</b>	<b>Total Liabilities, Capital and Surplus</b>	<b>432,658,950</b>

I, Andrew Robert Will, Vice President and Controller of XL Specialty Insurance Company (the "Corporation") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Corporation, as of December 31, 2014, prepared in conformity with the accounting practices prescribed or permitted by the Insurance Department of the State of Delaware. The foregoing statement should not be taken as a complete statement of financial condition of the Corporation. Such a statement is available upon request at the Corporation's principal office located at Seaview House, 70 Seaview Avenue, Stamford, CT 06902-06040.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation at Stamford, Connecticut.

  
Vice President and Controller

State of Connecticut

County of Fairfield

The foregoing financial information was acknowledged before me this 25th of March, 2015 by Andrew Robert Will of XL Specialty Insurance Company on behalf of the corporation.



*Denise Hopkins*

Notary Public

# POWER OF ATTORNEY

The Insurance Company of the State of Pennsylvania

Principal Bond Office: 175 Water Street, New York, NY 10038

Power No. 20772

## KNOW ALL MEN BY THESE PRESENTS:

No. 01-B-31965

That The Insurance company of the State of Pennsylvania, a Pennsylvania corporation, does hereby appoint

David W. Rosehill, Nancy Schnee, James E. Marran, Jr., Beverly A. Woolford, Anne Potter,  
Annette M. Leuschner, Valerie Spates, Andrea E. Gorbett, of Jericho, New York—

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, The Insurance Company of the State of Pennsylvania has executed these presents

this 28th day of June, 2013



Michael Yang, Vice President

STATE OF NEW YORK )

COUNTY OF NEW YORK ) ss.

On this 28th day of June, 2013, before me came the above named officer of The Insurance Company of the State of Pennsylvania, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

*Juliana Hallenbeck*

**JULIANA HALLENBECK**

Notary Public - State of New York

No. 01HA6125671

Qualified in Bronx County

My Commission Expires April 18, 2017

## CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of The Insurance Company of the State of Pennsylvania, on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance and other contract of indemnity and writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Denis Butkovic, Secretary of The Insurance Company of the State of Pennsylvania, do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation

this day of JUN 05 2015



Denis Butkovic, Secretary

23238 (4/02)

The Insurance Company of the  
State of Pennsylvania

Executive Offices  
175 Water Street  
New York, NY 10038

STATUTORY  
FINANCIAL STATEMENT

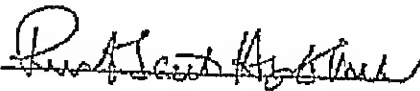
as of DECEMBER 31, 2014

ASSETS		LIABILITIES	
Bonds.....	\$ 294,694,823	Reserve for Losses and Loss Expense	\$ 0
Stocks.....	0	Reserve for Unearned Premiums.....	0
Cash & Short-Term Investments.....	5,951,935	Reserve for Expenses, Taxes, Licenses and Fees.....	0
Other Invested Assets	707,795	Provision for Reinsurance	0
Agents' Balances or Uncollected Premiums...	0	Funds Held Under Reinsurance	
Funds Held by Ceding Reinsurers	0	Treaties	0
Reinsurance Recoverable on Loss Payments.	0	Other Liabilities.....	187,504,227
Equities & Deposits in Pools & Associations.	0	<b>TOTAL LIABILITIES</b> .....	<b>187,504,227</b>
Other Admitted Assets.....	<b>6,058,189</b>	Capital Stock.....	5,005,500
		Surplus.....	114,902,608
<b>TOTAL ASSETS</b> .....	<b>\$ 307,412,533</b>	<b>TOTAL POLICYHOLDERS' SURPLUS</b> .....	<b>119,908,308</b>
		<b>TOTAL LIABILITIES AND POLICYHOLDERS' SURPLUS</b> .....	<b>\$ 307,412,533</b>

Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners. Securities carried at \$292,694,823 in the above statement are deposited as required by law or otherwise pledged.

CERTIFICATE

Robert Scott Higgins Schimek, President, and Joseph Daniel Cook, Chief Financial Officer, of The Insurance Company of the State of Pennsylvania being duly sworn, each for himself deposes and says that they are the above described officers of the said Company and that on the 31st day of December, 2014, the Company actually possessed the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as hereinbefore indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of said Company on the 31st day of December, 2014, according to the best of their information, knowledge and belief respectively.



President



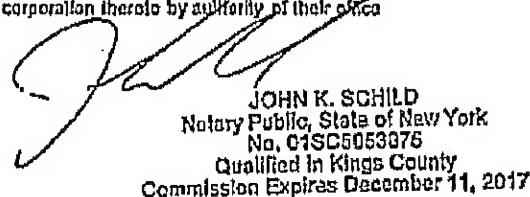
Chief Financial Officer

STATE OF NEW YORK  
COUNTY OF NEW YORK

SS:

On this 7th day of March 2015, before me came the above named officers of The Insurance Company of the State of Pennsylvania to me known to be the individuals and officers described herein, and acknowledged that they executed the foregoing instrument and affixed the seal of said corporation thereto by authority of their office

31077 (3/03)

  
JOHN K. SCHILD  
Notary Public, State of New York  
No. 01SC05053076  
Qualified in Kings County  
Commission Expires December 11, 2017



## POWER OF ATTORNEY

American Home Assurance Company  
National Union Fire Insurance Company of Pittsburgh, PA.  
Principal Bond Office: 175 Water Street, New York, NY 10038

Power No. 23941

No. 01-B-31965

### KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, PA., a Pennsylvania Corporation, does each hereby appoint

David W. Roschill, Nancy Schnee, Beverly A. Woolford, Anne Potter,  
Annette M. Leuschner, Valerie Spates, Andrea B. Gorbett, of Jericho, New York

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business; and to bind the respective company thereby

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. have each executed these presents

this 20th day of February, 2014



Michael Yang, Vice President

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.

**JULIANA HALLENBECK**  
Notary Public - State of New York  
No. 01HA6125871  
Qualified in Bronx County  
My Commission Expires April 18, 2017

On this 20th day of February, 2014, before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

### CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance and other contract of indemnity and writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Denis Butkovic, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, PA. do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

JUN 05 2015

this day of

Denis Butkovic, Secretary



65166 (4/96)

**American Home Assurance Company**

Executive Offices  
175 Water Street  
New York, NY 10038

**STATUTORY  
FINANCIAL STATEMENT**

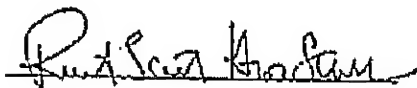
as of DECEMBER 31, 2014

Assets	Liabilities																																						
<table> <tr><td>Bonds</td><td>\$ 18,100,839,973</td></tr> <tr><td>Stocks</td><td>125,423,073</td></tr> <tr><td>Cash &amp; Short-Term Investments</td><td>727,070,672</td></tr> <tr><td>Other Invested Assets</td><td>2,861,428,797</td></tr> <tr><td>Agents' Balances or Uncollected Premiums</td><td>1,689,847,583</td></tr> <tr><td>Funds Held by Ceding Reinsurers</td><td>190,887,972</td></tr> <tr><td>Reinsurance Recoverable on Loss Payments</td><td>404,789,380</td></tr> <tr><td>Equities &amp; Deposits in Pools &amp; Associations</td><td>117,991,205</td></tr> <tr><td>Other Admitted Assets</td><td>2,158,767,176</td></tr> </table>	Bonds	\$ 18,100,839,973	Stocks	125,423,073	Cash & Short-Term Investments	727,070,672	Other Invested Assets	2,861,428,797	Agents' Balances or Uncollected Premiums	1,689,847,583	Funds Held by Ceding Reinsurers	190,887,972	Reinsurance Recoverable on Loss Payments	404,789,380	Equities & Deposits in Pools & Associations	117,991,205	Other Admitted Assets	2,158,767,176	<table> <tr><td>Reserve for Losses and Loss Expenses</td><td>\$ 13,429,560,886</td></tr> <tr><td>Reserve for Unearned Premiums</td><td>2,989,132,608</td></tr> <tr><td>Reserve for Expenses, Taxes, Licenses and Fees</td><td>247,429,592</td></tr> <tr><td>Provision for Reinsurance</td><td>80,702,228</td></tr> <tr><td>Funds Held Under Reinsurance</td><td></td></tr> <tr><td>Treaties</td><td>1,050,853,713</td></tr> <tr><td>Other Liabilities</td><td>1,371,351,073</td></tr> <tr><td><b>TOTAL LIABILITIES</b></td><td><b>19,129,040,400</b></td></tr> <tr><td>Capital Stock</td><td>28,815,918</td></tr> <tr><td>Surplus</td><td>7,247,903,431</td></tr> </table>	Reserve for Losses and Loss Expenses	\$ 13,429,560,886	Reserve for Unearned Premiums	2,989,132,608	Reserve for Expenses, Taxes, Licenses and Fees	247,429,592	Provision for Reinsurance	80,702,228	Funds Held Under Reinsurance		Treaties	1,050,853,713	Other Liabilities	1,371,351,073	<b>TOTAL LIABILITIES</b>	<b>19,129,040,400</b>	Capital Stock	28,815,918	Surplus	7,247,903,431
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Capital Stock	28,815,918																																						
Surplus	7,247,903,431																																						
<b>TOTAL ASSETS</b> \$20,376,943,831	<b>TOTAL POLICYHOLDERS' SURPLUS</b> 7,247,903,431																																						
	<b>TOTAL LIABILITIES AND POLICYHOLDERS' SURPLUS</b> \$ 26,376,943,831																																						

Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners. Securities carried at \$890,664,467 in the above statement are deposited as required by law or otherwise pledged.

**CERTIFICATE**

Robert Scott Higgins Schimek, President, and Joseph Daniel Cook, Chief Financial Officer, of American Home Assurance Company being duly sworn, each for himself deposes and says that they are the above described officers of the said Company and that on the 31st day of December, 2014, the Company actually possessed the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as hereinbefore indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of said Company on the 31st day of December, 2014, according to the best of their information, knowledge and belief respectively.



President



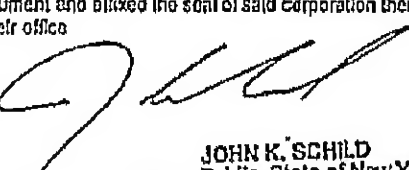
Chief Financial Officer

STATE OF NEW YORK  
COUNTY OF NEW YORK

JS:

On this 2<sup>nd</sup> day of March 2015, before me came the above named officers of American Home Assurance Company to me known to be the individuals and officers described herein, and acknowledged that they executed the foregoing instrument and affixed the seal of said corporation thereto by authority of their office

31078 (3/03)



**JOHN K. SCHILD**  
Notary Public, State of New York  
No. 01SC5053075  
Qualified in Kings County  
Commission Expires December 11, 2017





## Power Of Attorney

### BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 100 Federal Street, 20th Floor, Boston, Massachusetts 02110, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131, and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Andrea E. Gorbett, Annette Leushner, Anne Potter, Nancy Schnee, Valerie Spates, Beverly A. Woolford, 390 North Broadway of the city of Jericho State of New York**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of November 18, 2014. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively.

BERKSHIRE HATHAWAY SPECIALTY  
INSURANCE COMPANY,

By:

David Fields, Executive Vice President



NATIONAL INDEMNITY COMPANY,  
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By:

David Fields, Vice President



#### NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 18th day of November, 2014 before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Brennan Neville, the undersigned, Assistant Secretary of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, I have hereunto affixed the seals of said companies this date of June 5, 2015.



Assistant Secretary

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, 100 Federal Street, 20th Floor, Boston, MA 02110 | (617) 936-2971 or by email at [Courtney.Walker@bhspecialty.com](mailto:Courtney.Walker@bhspecialty.com). THIS POWER OF ATTORNEY IS VOID IF ALTERED. To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at [claimsnotice@bhspecialty.com](mailto:claimsnotice@bhspecialty.com), via fax to (617) 507-8259, or via mail.

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)**

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

**NATIONAL INDEMNITY COMPANY (BY-LAWS)**

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

**NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

Resolved, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) to remove at any time any such Attorney-in-fact and revoke the authority given him.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)**

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

Resolved, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) to remove at any time any such Attorney-in-fact and revoke the authority given him.



# NATIONAL INDEMNITY COMPANY

3024 Harney Street, Omaha, Nebraska 68131

## ADMITTED ASSETS\*

	<u>9/30/2014</u>	<u>6/30/2014</u>	<u>12/31/2013</u>
Total invested assets	\$ 165,460,386,853	\$ 161,211,841,312	\$ 148,296,386,408
Premium & agent balances (net)	4,436,716,255	4,276,077,321	1,922,388,788
All other assets	1,599,393,288	1,658,719,338	1,692,951,285
<b>Total Admitted Assets</b>	<u><u>\$ 171,496,496,396</u></u>	<u><u>\$ 167,146,637,971</u></u>	<u><u>\$ 151,911,726,481</u></u>

## LIABILITIES & SURPLUS\*

	<u>9/30/2014</u>	<u>6/30/2014</u>	<u>12/31/2013</u>
Loss & loss exp. unpaid	\$ 45,402,213,214	\$ 40,000,179,494	\$ 32,783,009,208
Unearned premiums	6,221,238,265	6,054,754,098	2,802,162,336
All other liabilities	21,187,437,686	21,327,109,712	19,100,503,115
<b>Total Liabilities</b>	<u>72,810,889,165</u>	<u>67,382,043,304</u>	<u>54,685,674,659</u>
<b>Total Policyholders' Surplus</b>	<u>98,685,607,231</u>	<u>99,764,594,667</u>	<u>97,226,051,822</u>
<b>Total Liabilities &amp; Surplus</b>	<u><u>\$ 171,496,496,396</u></u>	<u><u>\$ 167,146,637,971</u></u>	<u><u>\$ 151,911,726,481</u></u>

\* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.

A.M. Best: A++ Rating

Standard & Poor's: AA+ Rating



**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

**Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

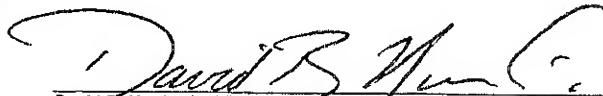
Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Andrea E. Gorbert, Annette Leuschner, Anne Potter, Nancy Schnee, Valorie Spates and Beverly A. Woolford** of Jericho, New York-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **18<sup>th</sup>** day of **December, 2014**.



Dawn M. Chloros, Assistant Secretary



David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

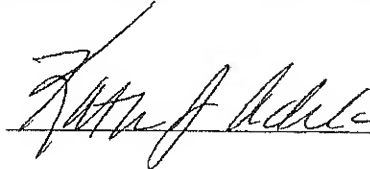
County of Somerset

On this **18<sup>th</sup>** day of **December, 2014** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2019



Notary Public

### CERTIFICATION

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

**JUN 05 2015**





Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

# FEDERAL INSURANCE COMPANY

## STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2013

(in thousands of dollars)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments.....	\$ 352,393	Outstanding Losses and Loss Expenses.....	\$ 12,129,450
United States Government, State and Municipal Bonds .....	9,295,185	Unearned Premiums.....	3,504,583
Other Bonds.....	5,535,360	Ceded Reinsurance Premiums Payable.....	338,026
Stocks .....	1,000,938	Provision for Reinsurance .....	61,351
Other Invested Assets.....	1,452,598	Other Liabilities.....	986,628
 TOTAL INVESTMENTS .....	 17,636,474	 TOTAL LIABILITIES .....	 17,020,038
 Investments in Affiliates:			
Chubb Investment Holdings, Inc. ....	3,364,996	Capital Stock.....	20,980
Pacific Indemnity Company.....	2,771,422	Paid-In Surplus.....	3,106,809
Executive Risk Indemnity Inc.....	1,218,625	Unassigned Funds .....	11,613,523
Chubb Insurance Investment Holdings Ltd....	1,111,941	 SURPLUS TO POLICYHOLDERS.....	 14,741,312
CC Canada Holdings Ltd.....	629,592		
Great Northern Insurance Company .....	478,838		
Chubb Insurance Company of Australia Ltd.	449,419		
Chubb European Investment Holdings SLP ..	281,312		
Vigilant Insurance Company.....	264,883		
Other Affiliates .....	472,259		
Premiums Receivable .....	1,586,676		
Other Assets .....	1,494,913		
 TOTAL ADMITTED ASSETS .....	 \$ 31,761,350	 TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS.....	 \$ 31,761,350

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.  
At December 31, 2013, investments with a carrying value of \$452,687,680 were deposited with government authorities  
as required by law.

State, County & City of New York, — ss:

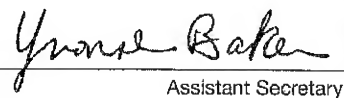
Yvonne Baker, Assistant Secretary of the Federal Insurance Company

being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Federal Insurance Company on December 31, 2013 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2013.

Subscribed and sworn to before me  
this March 11, 2014.

  
Notary Public

JEANETTE SHIPSEY  
Notary Public, State of New York  
No. 02SH5074142  
Qualified in Nassau County  
Commission Expires March 10, 2015

  
Assistant Secretary



## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 229103

Certificate No. 006285439

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Nancy Schnee, Annette Leuschner, Andrea E. Gorbett, Valorie Spates, Beverly A. Woolford, and Anne Potter

of the City of Jericho, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 27th day of February, 2015.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 27th day of February, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault  
 Marie C. Tetreault, Notary Public



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

JUN 05 2015

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



## TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2014

CAPITAL STOCK \$ 6,480,000

ASSETS	LIABILITIES & SURPLUS
CASH AND INVESTED CASH	UNEARNED PREMIUMS
BONDS	LOSSES
STOCKS	LOSS ADJUSTMENT EXPENSES
INVESTMENT INCOME DUE AND ACCRUED	COMMISSIONS
OTHER INVESTED ASSETS	TAXES, LICENSES AND FEES
PREMIUM BALANCES	OTHER EXPENSES
NET DEFERRED TAX ASSET	CURRENT FEDERAL AND FOREIGN INCOME TAXES
REINSURANCE RECOVERABLE	REMITTANCES AND ITEMS NOT ALLOCATED
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	RETROACTIVE REINSURANCE RESERVE ASSUMED
OTHER ASSETS	POLICYHOLDER DIVIDENDS
	PROVISION FOR REINSURANCE
	ADVANCE PREMIUM
	PAYABLE FOR SECURITIES
	PAYABLE FOR SECURITIES LENDING
	CEDED REINSURANCE NET PREMIUMS PAYABLE
	ESCHEAT LIABILITY
	OTHER ACCRUED EXPENSES AND LIABILITIES
	TOTAL LIABILITIES
	CAPITAL STOCK
	PAID IN SURPLUS
	OTHER SURPLUS
	TOTAL SURPLUS TO POLICYHOLDERS
TOTAL ASSETS	TOTAL LIABILITIES & SURPLUS

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) SS.  
CITY OF HARTFORD )

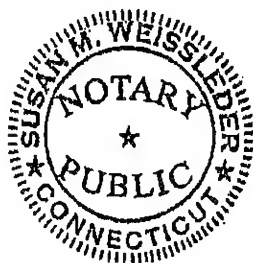
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,  
AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID  
COMPANY AS OF THE 31ST DAY OF DECEMBER, 2014.

*Michael J. Doody*  
SECOND VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
19TH DAY OF MARCH, 2015

*Susan M. Weissleder*  
NOTARY PUBLIC

SUSAN M. WEISSLEDER  
Notary Public  
My Commission Expires November 30, 2017



**Attachment G: Guaranty**

[THIS FORM OF GUARANTY TO BE REPLACED WITH EXECUTED GUARANTY IN EXECUTED CONTRACT]

This Guaranty (this "Guaranty") is made as of June 1, 20 15  
by Dragados, S.A.

a A société anonyme incorporated under the laws of Spain  
("Guarantor"),

in favor of the California High-Speed Rail Authority, a public entity of the State of California (the "Authority").

**RECITALS**

A. Dragados/ Flatiron Joint Venture  
(the "Contractor")

and the Authority are parties to the Authority's Contract No. HSR 13-57 of even date herewith and the Contract Documents identified therein (collectively, the "Contract") pursuant to which the Contractor has agreed to design and construct the Construction Package 2-3 of the First Construction Segment of the California High-Speed Project. Initially capitalized terms used herein without definition will have the meaning given such term in the Contract.

B. Guarantor has agreed to enter into this Guarantee to induce the Authority to:

1. Enter into the Contract; and
2. Consummate the transactions contemplated thereby.

C. The Contractor is a joint venture among Dragados USA, Inc. and Flatiron West, Inc.  
(describe relationship with Guarantor)

The execution of the Contract by the Authority and the consummation of the transactions contemplated thereby will materially benefit Guarantor.

NOW, THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor agrees as follows:

1. **Guaranty** – Guarantor guarantees to the Authority and its successors and assigns the full and prompt payment and performance when due of all of the obligations of the Contractor arising out of, in connection with, under or related to the Contract, including liability for liquidated damages and warranties and including any extended warranty period as specified in the Contract. The obligations guaranteed pursuant to this Guaranty are collectively referred to herein as the "Guaranteed Obligations."



**2. Unconditional Obligations** – This Guaranty is a guaranty of payment and performance and not of collection. This Guaranty is an absolute, unconditional and irrevocable guarantee of the full and prompt payment and performance when due of all of the Guaranteed Obligations, whether or not from time to time reduced or extinguished or hereafter increased or incurred and, except as provided in the "Permitted Defenses; Contract Amendments" clause of this Guaranty, whether or not enforceable against the Contractor. If any payment made by the Contractor or any other Person and applied to the Guaranteed Obligations is at any time annulled, set aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be repaid or refunded, then, to the extent of such payment or repayment, the liability of Guarantor will be and remain in full force and effect as fully as if such payment had never been made. Guarantor covenants that this Guaranty will not be fulfilled or discharged, except by the complete payment and performance of the Guaranteed Obligations, whether by the primary obligor or Guarantor under this Guaranty. Without limiting the generality of the foregoing, Guarantor's obligations hereunder will not be released or discharged by:

- i. Any change in the Contract Documents or the obligations thereunder, or any insolvency, bankruptcy or similar proceeding affecting the Contractor, Guarantor or their respective assets, and
- ii. The existence of any claim or set-off which the Contractor has or Guarantor may have against the Authority, whether in connection with this Guaranty or any unrelated transaction. Provided that nothing in this Guaranty will be deemed a waiver by Guarantor of any claim or prevent the assertion of any claim by separate suit.

Except as provided in the "Permitted Defenses; Contract Amendments" clause of this Guaranty, this Guaranty will in all respects be a continuing, absolute, and unconditional guaranty irrespective of the following:

- i. The genuineness, validity, regularity or enforceability of the Guaranteed Obligations or any part thereof or any instrument or agreement evidencing any of the Guaranteed Obligations or relating thereto, or
  - ii. The existence, validity, enforceability, perfection, or extent of any collateral therefor or any other circumstances relating to the Guaranteed Obligations which might otherwise constitute a defense to the Guaranteed Obligations or this Guaranty.
- 3. Independent Obligations** – Guarantor agrees that the Guaranteed Obligations are independent of the obligations of the Contractor and if any default occurs hereunder, a separate action or actions may be brought and prosecuted against Guarantor whether or not the Contractor is joined therein. The Authority may maintain successive actions for other defaults of Guarantor. The Authority's rights hereunder will not be exhausted by the exercise of any of its rights or remedies or by any such action or by any number of successive actions until and unless all Guaranteed Obligations have been paid and fully performed.
- i. Guarantor agrees that the Authority may enforce this Guaranty, at any time and from time to time, without the necessity of resorting to or exhausting any security or





collateral and without the necessity of proceeding against the Contractor. Guarantor hereby waives the right to require the Authority to proceed against the Contractor or any other Person, to exercise any right or remedy under any of the Contract Documents or to pursue any other remedy or to enforce any other right.

- ii. Guarantor will continue to be subject to this Guaranty notwithstanding any of the following:
  - a. Modification, agreement or stipulation between the Contractor and the Authority or their respective successors and assigns, with respect to any of the Contract Documents or the Guaranteed Obligations;
  - b. Failure to enforce any of the terms, covenants or conditions contained in any of the Contract Documents or any modification thereof; or
  - c. Release or subordination of any collateral then held by the Authority as security for the performance by the Contractor of the Guaranteed Obligations.
- iii. The Guaranteed Obligations are not conditional or contingent upon the genuineness, validity, regularity or enforceability of any of the Contract Documents or the pursuit by the Authority of any remedies which the Authority either now has or may hereafter have with respect thereto under any of the Contract Documents.

#### 4. Liability of Guarantor

The Authority may enforce this Guaranty upon the occurrence of a breach by the Contractor of any of the Guaranteed Obligations, notwithstanding the existence of any dispute between the Authority and the Contractor with respect to the existence of such a breach.

Guarantor's performance of some, but not all, of the Guaranteed Obligations will in no way limit, affect, modify or abridge Guarantor's liability for those Guaranteed Obligations that have not been performed.

The Authority, upon such terms as it deems appropriate, without notice or demand and without affecting the validity or enforceability of this Guaranty or giving rise to any reduction, limitation, impairment, discharge or termination of Guarantor's liability hereunder, from time to time may do any of the following:

- i. With respect to the financial obligations of the Contractor, renew, extend, accelerate, increase the rate of interest on, or otherwise change the time, place, manner or terms of payment of financial obligations that are Guaranteed Obligations, and/or subordinate the payment of the same to the payment of any other obligations
- ii. Settle, compromise, release or discharge, or accept or refuse any offer of performance with respect to, or substitutions for, the Guaranteed Obligations or any agreement relating thereto,
- iii. Request and accept other guarantees of the Guaranteed Obligations and take and hold security for the payment of this Guaranty or the Guaranteed Obligations,
- iv. Release, surrender, exchange, substitute, compromise, settle, rescind, waive, alter,



subordinate or modify, with or without consideration, any security for performance of the Guaranteed Obligations, any other guarantees of the Guaranteed Obligations, or any other obligation of any Person with respect to the Guaranteed Obligations,

- v. Enforce and apply any security hereafter held by or for the benefit of the Authority in respect of this Guaranty or the Guaranteed Obligations and direct the order or manner of sale thereof, or exercise any other right or remedy that the Authority may have against any such security, as the Authority in its discretion may determine, and
- vi. Exercise any other rights available to it under the Contract Documents.

This Guaranty and the obligations of Guarantor hereunder will be valid and enforceable and will not be subject to any reduction, limitation, impairment, discharge or termination for any reason (other than indefeasible performance in full of the Guaranteed Obligations), including without limitation the occurrence of any of the following, whether or not Guarantor will have had notice or knowledge of any of them:

- i. Any failure or omission to assert or enforce or agreement or election not to assert or enforce, or the stay or enjoining, by order of court, by operation of law or otherwise, of the exercise or enforcement of, any claim or demand or any right, power or remedy (whether arising under the Contract Documents, at law, in equity or otherwise) with respect to the Guaranteed Obligations or any agreement or instrument relating thereto;
- ii. Any modification, agreement or stipulation between the Contractor and Authority or their respective successors and assigns, with respect to any of the Contract Documents or the Guaranteed Obligations; or any consent to departure from, any of the terms or provisions (including without limitation provisions relating to events of default) of the Contract Documents or any agreement or instrument executed pursuant thereto;
- iii. The Authority's consent to the change, reorganization or termination of the corporate structure or existence of the Contractor;
- iv. Any set-offs or counterclaims that the Contractor may allege or assert against the Authority in respect of the Guaranteed Obligations;
- v. Any failure to enforce the Guaranteed Obligations or any of the terms, covenants or conditions contained in any of the Contract Documents or any modification thereof;
- vi. Any waiver by the Authority of the Guaranteed Obligations that is not in writing and signed by the authority's authorized representative or that is made in the context of a bankruptcy or insolvency proceeding in which the Contractor is the debtor, unless otherwise specified in said waiver;
- vii. Any release of the Contractor from liability that is not in writing and signed by the Authority's authorized representative or that is made in the context of a bankruptcy or insolvency proceeding in which the Contractor is the debtor, unless otherwise specified in said release; or
- viii. Any other act or thing or omission, or delay to do any other act or thing, which may or

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might in any manner or to any extent vary the risk of Guarantor as an obligor in respect of the Guaranteed Obligations.

## 5. Waivers

To the fullest extent permitted by law, Guarantor hereby waives and agrees not to assert or take advantage of the following:

- i. Any defense that may arise by reason of the incapacity, lack of authority, death or disability of, or revocation hereby by Guarantor, the Contractor or any other Person or the failure of the Authority to file or enforce a claim against the estate (either in administration, bankruptcy or any other proceeding) of any such Person;
- ii. Any defense that may arise by reason of any presentment, demand for payment or performance or otherwise, protest or notice of any other kind or lack thereof;
- iii. All notices to Guarantor or to any other Person, including, but not limited to, notices of the acceptance of this Guaranty or the creation, renewal, extension, modification, accrual of any of the obligations of the Contractor under any of the Contract Documents, or of default in the payment or performance of any such obligations, enforcement of any right or remedy with respect thereto or notice of any other matters relating thereto, provided that the foregoing shall not be constructed as a waiver of any defense based on failure to provide required notices to the Contractor;
- iv. Any defense based on statutes of limitations other than State of California statutes;
- v. Any requirements of diligence or promptness on the part of the Authority;
- vi. Any defense based upon any act or omission of the Authority which directly or indirectly results in or aids the discharge or release of the Contractor, Guarantor or any security given or held by the Authority in connection with the Guaranteed Obligations, except with respect to a release of the Contractor from liability that is in writing and signed by the Authority's authorized representative, other than any such release that is made in the context of a bankruptcy or insolvency proceeding in which the Contractor is the debtor, unless otherwise specified in said release; and
- vii. Any and all suretyship defenses under applicable law, including, but not limited to, any defense under Sections 2787 through 2855, inclusive, of the California Civil Code.

## 6. Waiver of Subrogation and Rights of Reimbursement

Until the Guaranteed Obligations have been performed in full, Guarantor waives any claim, right or remedy which it may now have or may hereafter acquire against the Contractor that arises from the performance of Guarantor hereunder, including, without limitation, any claim, right or remedy of subrogation, reimbursement, exoneration, contribution, or indemnification, or participation in any claim, right or remedy of the Authority against the Contractor, or any other security or collateral that the Authority now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.



**7. Representations and Warranties**

Guarantor represents and warrants that:

- i. It is a société anonyme  
 duly (check one) ☒ organized ☐ formed, validly existing, and in good standing  
 under the laws of the State of Spain  
 and qualified to do business and is in good standing under the laws of the State of  
 California;
- ii. It has all requisite (check one)  
☒ Corporate  
☐ Partnership  
☐ Limited Liability Company power and authority to execute, deliver, and perform  
 this Guaranty;
- iii. The execution, delivery, and performance by Guarantor of this Guaranty have been  
 duly authorized by all necessary corporate action on the part of Guarantor;
- iv. This Guaranty has been duly executed and delivered and constitutes the legal, valid  
 and binding obligation of Guarantor, enforceable against Guarantor in accordance  
 with its terms, subject only to bankruptcy, insolvency or other similar laws affecting  
 creditors' rights generally;
- v. Neither the execution nor delivery of this Guaranty nor compliance with or fulfillment  
 of the terms, conditions, and provisions hereof, will conflict with, result in a material  
 breach or violation of the terms, conditions, or provisions of, or constitute a material  
 default, an event of default, or an event creating rights of acceleration, termination, or  
 cancellation, or a loss of rights under:
  - a. Check one  
☒ the certificate of incorporation or by-laws  
☐ certificate of limited partnership or partnership agreement  
☐ certificate of formation or limited liability company agreement of Guarantor,
  - b. Any judgment, decree, order, contract, agreement, indenture, instrument, note,  
 mortgage, lease, governmental permit, or other authorization, right restriction, or  
 obligation to which Guarantor is a party or any of its property is subject or by  
 which Guarantor is bound, or
  - c. Any federal, state, or local law, statute, ordinance, rule or regulation applicable to  
 Guarantor;
- vi. It now has and will continue to have full and complete access to any and all  
 information concerning the transactions contemplated by the Contract Documents or  
 referred to therein, the financial status of the Contractor and the ability of the  
 Contractor to pay and perform the Guaranteed Obligations;
- vii. It has reviewed and approved copies of the Contract Documents and is fully informed  
 of the remedies the Authority may pursue, with or without notice to the Contractor or

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any other Person, in the event of default of any of the Guaranteed Obligations; it has made and so long as the Guaranteed Obligations (or any portion thereof) remain unsatisfied, it will make its own credit analysis of the Contractor and will keep itself fully informed as to all aspects of the financial condition of the Contractor, the performance of the Guaranteed Obligations of all circumstances bearing upon the risk of nonpayment or nonperformance of the Guaranteed Obligations. Guarantor hereby waives and relinquishes any duty on the part of the Authority to disclose any matter, fact or thing relating to the business, operations or conditions of the Contractor now known or hereafter known by the Authority;

- viii. No consent, authorization, approval, order, license, certificate, or permit or act of or from, or declaration or filing with, any governmental authority or any party to any contract, agreement, instrument, lease, or license to which Guarantor is a party or by which Guarantor is bound, is required for the execution, delivery, or compliance with the terms hereof by Guarantor, except as have been obtained prior to the date hereof; and
- ix. There is no pending or, to the best of its knowledge, threatened, action, suit, proceeding, arbitration, litigation, or investigation of or before any governmental authority which challenges the validity or enforceability of this Guaranty.

#### 8. Notices

Any communication, notice or demand of any kind whatsoever under this Guaranty shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by telex, telegram or telecopying (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Authority:	<u>California High-Speed Rail Authority</u> <u>770 L Street, Suite 800, MS 2</u> <u>Sacramento, CA 95814</u> Attention: <u>Jorge Granados</u> Telephone: _____ Telecopy: _____
If to the Guarantor:	<u>Dragados, S.A.</u> <u>Avenida del Camino de Santiago, 50</u> <u>28050 - Madrid, Spain</u> Attention: <u>Ricardo Cuesta – Head of Legal Department</u> Telephone: <u>+34 91 343 92 08</u> Telecopy: _____





Either Guarantor or the Authority may from time to time change its address for the purpose of notices by a similar notice specifying a new address, but no such change is effective until it is actually received by the party sought to be charged with its contents.

All notices and other communications required or permitted under this Guaranty which are addressed as provided in this Section are effective upon delivery, if delivered personally or by overnight mail, and, are effective five days following deposit in the United States mail, postage prepaid if delivered by mail.

Any demand/claim under this Guaranty shall be signed by an authorized Authority representative, shall state that the Contractor is in default under the Contract Documents and shall state the nature of such default.

#### **9. Permitted Defenses; Contract Amendments**

Notwithstanding any other provision of this Guaranty to the contrary:

- i. Guarantor shall be entitled to the benefit of all defenses (excluding any rights of set-off or counterclaims) available to the Contractor under the Contract except:
  - a. Those expressly waived in this Guaranty;
  - b. Failure of consideration, lack of authority of the Contractor and any other defense to formation of the Contract; and
  - c. Defenses available to the Contractor under any federal or state law respecting bankruptcy, arrangement, reorganization or similar relief of debtors; and
- ii. In the event that the Contractor's obligations have been changed by any modification, agreement or stipulation between the Contractor and Authority or their respective successors or assigns, the term "Guaranteed Obligations" as used herein shall mean the Guaranteed Obligations as so changed, except that the Guaranteed Obligations shall be determined without regard to the effect of any such modification, agreement or stipulation in the context of a bankruptcy or insolvency proceeding in which the Contractor is the debtor, unless otherwise specified in the modification, agreement or stipulation.

#### **10. General Provisions**

Should any one or more of the provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions hereof shall be given effect separately therefrom and shall not be affected by such determination. The rights of the Authority hereunder are cumulative and shall not be exhausted by any one or more exercises of said rights against Guarantor or any other entity with liability for the Guaranteed Obligations or by any number of successive actions until and unless all Guaranteed Obligations have been fully paid or performed and expiration or termination of the Contract. Guarantor agrees to execute, have acknowledged and delivered to the Authority such other and further instruments as may be required by the Authority to effectuate the intent and purpose hereof. No right of action shall accrue on this Guaranty to or for the use of any

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person or entity other than the Authority or its successors and assigns until the Authority's claims have been satisfied in full. All words used herein in the singular shall be deemed to have been used in the plural when the context or construction so require. This Guaranty shall be governed by and be construed in accordance with the laws of the State of California. This Guaranty is binding upon and inures to the benefit of the successors and assigns of Guarantor and the Authority, but is not assignable by Guarantor without the prior written consent of the Authority, which consent may be granted or withheld in the Authority's sole discretion.

#### 11. No Waiver

Any forbearance or failure to exercise, and any delay by the Authority in exercising, any right, power or remedy hereunder will not impair any such right, power or remedy or be construed to be a waiver thereof, nor will it preclude the further exercise of any such right, power or remedy.

#### 12. Bankruptcy

The obligations of Guarantor under this Guaranty will not be reduced, limited, impaired, discharged, deferred, suspended or terminated by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of the Contractor or by any defense which the Contractor may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding. The Authority is not obligated to file any claim relating to the Guaranteed Obligations if the Contractor becomes subject to a bankruptcy, reorganization, or similar proceeding, and the failure of the Authority so to file will not affect Guarantor's obligations under this Guaranty.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first written above.

Dragados, S.A.

a société anonyme

By:

Name: Ignacio Segura Surinach

Title: Chief Executive Officer

EXECUTION VERSION





**Attachment G: Guaranty**

[THIS FORM OF GUARANTY TO BE REPLACED WITH EXECUTED GUARANTY IN EXECUTED CONTRACT]

This Guaranty (this "Guaranty") is made as of June 5, 20 15

by Flatiron Constructors, Inc.,

a Delaware corporation

("Guarantor"),

in favor of the California High-Speed Rail Authority, a public entity of the State of California (the "Authority").

**RECITALS**

A. Dragados/ Flatiron Joint Venture  
(the "Contractor")

and the Authority are parties to the Authority's Contract No. HSR 13-57 of even date herewith and the Contract Documents identified therein (collectively, the "Contract") pursuant to which the Contractor has agreed to design and construct the Construction Package 2-3 of the First Construction Segment of the California High-Speed Project. Initially capitalized terms used herein without definition will have the meaning given such term in the Contract.

B. Guarantor has agreed to enter into this Guarantee to induce the Authority to:

1. Enter into the Contract; and
2. Consummate the transactions contemplated thereby.

C. The Contractor is a joint venture among Dragados USA, Inc. and Flatiron West, Inc.  
(describe relationship with Guarantor)

The execution of the Contract by the Authority and the consummation of the transactions contemplated thereby will materially benefit Guarantor.

NOW, THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor agrees as follows:

1. **Guaranty** – Guarantor guarantees to the Authority and its successors and assigns the full and prompt payment and performance when due of all of the obligations of the Contractor arising out of, in connection with, under or related to the Contract, including liability for liquidated damages and warranties and including any extended warranty period as specified in the Contract. The obligations guaranteed pursuant to this Guaranty are collectively referred to herein as the "Guaranteed Obligations."



*mf*

**2. Unconditional Obligations** – This Guaranty is a guaranty of payment and performance and not of collection. This Guaranty is an absolute, unconditional and irrevocable guarantee of the full and prompt payment and performance when due of all of the Guaranteed Obligations, whether or not from time to time reduced or extinguished or hereafter increased or incurred and, except as provided in the “Permitted Defenses; Contract Amendments” clause of this Guaranty, whether or not enforceable against the Contractor. If any payment made by the Contractor or any other Person and applied to the Guaranteed Obligations is at any time annulled, set aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be repaid or refunded, then, to the extent of such payment or repayment, the liability of Guarantor will be and remain in full force and effect as fully as if such payment had never been made. Guarantor covenants that this Guaranty will not be fulfilled or discharged, except by the complete payment and performance of the Guaranteed Obligations, whether by the primary obligor or Guarantor under this Guaranty. Without limiting the generality of the foregoing, Guarantor’s obligations hereunder will not be released or discharged by:

- i. Any change in the Contract Documents or the obligations thereunder, or any insolvency, bankruptcy or similar proceeding affecting the Contractor, Guarantor or their respective assets, and
- ii. The existence of any claim or set-off which the Contractor has or Guarantor may have against the Authority, whether in connection with this Guaranty or any unrelated transaction. Provided that nothing in this Guaranty will be deemed a waiver by Guarantor of any claim or prevent the assertion of any claim by separate suit.

Except as provided in the “Permitted Defenses; Contract Amendments” clause of this Guaranty, this Guaranty will in all respects be a continuing, absolute, and unconditional guaranty irrespective of the following:

- i. The genuineness, validity, regularity or enforceability of the Guaranteed Obligations or any part thereof or any instrument or agreement evidencing any of the Guaranteed Obligations or relating thereto, or
- ii. The existence, validity, enforceability, perfection, or extent of any collateral therefor or any other circumstances relating to the Guaranteed Obligations which might otherwise constitute a defense to the Guaranteed Obligations or this Guaranty.

**3. Independent Obligations** – Guarantor agrees that the Guaranteed Obligations are independent of the obligations of the Contractor and if any default occurs hereunder, a separate action or actions may be brought and prosecuted against Guarantor whether or not the Contractor is joined therein. The Authority may maintain successive actions for other defaults of Guarantor. The Authority’s rights hereunder will not be exhausted by the exercise of any of its rights or remedies or by any such action or by any number of successive actions until and unless all Guaranteed Obligations have been paid and fully performed.

- i. Guarantor agrees that the Authority may enforce this Guaranty, at any time and from time to time, without the necessity of resorting to or exhausting any security or





collateral and without the necessity of proceeding against the Contractor. Guarantor hereby waives the right to require the Authority to proceed against the Contractor or any other Person, to exercise any right or remedy under any of the Contract Documents or to pursue any other remedy or to enforce any other right.

- ii. Guarantor will continue to be subject to this Guaranty notwithstanding any of the following:
  - a. Modification, agreement or stipulation between the Contractor and the Authority or their respective successors and assigns, with respect to any of the Contract Documents or the Guaranteed Obligations;
  - b. Failure to enforce any of the terms, covenants or conditions contained in any of the Contract Documents or any modification thereof; or
  - c. Release or subordination of any collateral then held by the Authority as security for the performance by the Contractor of the Guaranteed Obligations.
- iii. The Guaranteed Obligations are not conditional or contingent upon the genuineness, validity, regularity or enforceability of any of the Contract Documents or the pursuit by the Authority of any remedies which the Authority either now has or may hereafter have with respect thereto under any of the Contract Documents.

#### 4. Liability of Guarantor

The Authority may enforce this Guaranty upon the occurrence of a breach by the Contractor of any of the Guaranteed Obligations, notwithstanding the existence of any dispute between the Authority and the Contractor with respect to the existence of such a breach.

Guarantor's performance of some, but not all, of the Guaranteed Obligations will in no way limit, affect, modify or abridge Guarantor's liability for those Guaranteed Obligations that have not been performed.

The Authority, upon such terms as it deems appropriate, without notice or demand and without affecting the validity or enforceability of this Guaranty or giving rise to any reduction, limitation, impairment, discharge or termination of Guarantor's liability hereunder, from time to time may do any of the following:

- i. With respect to the financial obligations of the Contractor, renew, extend, accelerate, increase the rate of interest on, or otherwise change the time, place, manner or terms of payment of financial obligations that are Guaranteed Obligations, and/or subordinate the payment of the same to the payment of any other obligations
- ii. Settle, compromise, release or discharge, or accept or refuse any offer of performance with respect to, or substitutions for, the Guaranteed Obligations or any agreement relating thereto,
- iii. Request and accept other guarantees of the Guaranteed Obligations and take and hold security for the payment of this Guaranty or the Guaranteed Obligations,
- iv. Release, surrender, exchange, substitute, compromise, settle, rescind, waive, alter,



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subordinate or modify, with or without consideration, any security for performance of the Guaranteed Obligations, any other guarantees of the Guaranteed Obligations, or any other obligation of any Person with respect to the Guaranteed Obligations,

- v. Enforce and apply any security hereafter held by or for the benefit of the Authority in respect of this Guaranty or the Guaranteed Obligations and direct the order or manner of sale thereof, or exercise any other right or remedy that the Authority may have against any such security, as the Authority in its discretion may determine, and
- vi. Exercise any other rights available to it under the Contract Documents.

This Guaranty and the obligations of Guarantor hereunder will be valid and enforceable and will not be subject to any reduction, limitation, impairment, discharge or termination for any reason (other than infeasible performance in full of the Guaranteed Obligations), including without limitation the occurrence of any of the following, whether or not Guarantor will have had notice or knowledge of any of them:

- i. Any failure or omission to assert or enforce or agreement or election not to assert or enforce, or the stay or enjoining, by order of court, by operation of law or otherwise, of the exercise or enforcement of, any claim or demand or any right, power or remedy (whether arising under the Contract Documents, at law, in equity or otherwise) with respect to the Guaranteed Obligations or any agreement or instrument relating thereto;
- ii. Any modification, agreement or stipulation between the Contractor and Authority or their respective successors and assigns, with respect to any of the Contract Documents or the Guaranteed Obligations; or any consent to departure from, any of the terms or provisions (including without limitation provisions relating to events of default) of the Contract Documents or any agreement or instrument executed pursuant thereto;
- iii. The Authority's consent to the change, reorganization or termination of the corporate structure or existence of the Contractor;
- iv. Any set-offs or counterclaims that the Contractor may allege or assert against the Authority in respect of the Guaranteed Obligations;
- v. Any failure to enforce the Guaranteed Obligations or any of the terms, covenants or conditions contained in any of the Contract Documents or any modification thereof;
- vi. Any waiver by the Authority of the Guaranteed Obligations that is not in writing and signed by the authority's authorized representative or that is made in the context of a bankruptcy or insolvency proceeding in which the Contractor is the debtor, unless otherwise specified in said waiver;
- vii. Any release of the Contractor from liability that is not in writing and signed by the Authority's authorized representative or that is made in the context of a bankruptcy or insolvency proceeding in which the Contractor is the debtor, unless otherwise specified in said release; or
- viii. Any other act or thing or omission, or delay to do any other act or thing, which may or



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might in any manner or to any extent vary the risk of Guarantor as an obligor in respect of the Guaranteed Obligations.

## 5. Waivers

To the fullest extent permitted by law, Guarantor hereby waives and agrees not to assert or take advantage of the following:

- i. Any defense that may arise by reason of the incapacity, lack of authority, death or disability of, or revocation hereby by Guarantor, the Contractor or any other Person or the failure of the Authority to file or enforce a claim against the estate (either in administration, bankruptcy or any other proceeding) of any such Person;
- ii. Any defense that may arise by reason of any presentment, demand for payment or performance or otherwise, protest or notice of any other kind or lack thereof;
- iii. All notices to Guarantor or to any other Person, including, but not limited to, notices of the acceptance of this Guaranty or the creation, renewal, extension, modification, accrual of any of the obligations of the Contractor under any of the Contract Documents, or of default in the payment or performance of any such obligations, enforcement of any right or remedy with respect thereto or notice of any other matters relating thereto, provided that the foregoing shall not be constructed as a waiver of any defense based on failure to provide required notices to the Contractor;
- iv. Any defense based on statutes of limitations other than State of California statutes;
- v. Any requirements of diligence or promptness on the part of the Authority;
- vi. Any defense based upon any act or omission of the Authority which directly or indirectly results in or aids the discharge or release of the Contractor, Guarantor or any security given or held by the Authority in connection with the Guaranteed Obligations, except with respect to a release of the Contractor from liability that is in writing and signed by the Authority's authorized representative, other than any such release that is made in the context of a bankruptcy or insolvency proceeding in which the Contractor is the debtor, unless otherwise specified in said release; and
- vii. Any and all suretyship defenses under applicable law, including, but not limited to, any defense under Sections 2787 through 2855, inclusive, of the California Civil Code.

## 6. Waiver of Subrogation and Rights of Reimbursement

Until the Guaranteed Obligations have been performed in full, Guarantor waives any claim, right or remedy which it may now have or may hereafter acquire against the Contractor that arises from the performance of Guarantor hereunder, including, without limitation, any claim, right or remedy of subrogation, reimbursement, exoneration, contribution, or indemnification, or participation in any claim, right or remedy of the Authority against the Contractor, or any other security or collateral that the Authority now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.



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**7. Representations and Warranties**

Guarantor represents and warrants that:

- i. It is a corporation  
 duly (check one) ☒ organized ☐ formed, validly existing, and in good standing  
 under the laws of the State of Delaware  
 and qualified to do business and is in good standing under the laws of the State of  
 California;
- ii. It has all requisite (check one)  
☒ Corporate  
☐ Partnership  
☐ Limited Liability Company power and authority to execute, deliver, and perform  
 this Guaranty;
- iii. The execution, delivery, and performance by Guarantor of this Guaranty have been  
 duly authorized by all necessary corporate action on the part of Guarantor;
- iv. This Guaranty has been duly executed and delivered and constitutes the legal, valid  
 and binding obligation of Guarantor, enforceable against Guarantor in accordance  
 with its terms, subject only to bankruptcy, insolvency or other similar laws affecting  
 creditors' rights generally;
- v. Neither the execution nor delivery of this Guaranty nor compliance with or fulfillment  
 of the terms, conditions, and provisions hereof, will conflict with, result in a material  
 breach or violation of the terms, conditions, or provisions of, or constitute a material  
 default, an event of default, or an event creating rights of acceleration, termination, or  
 cancellation, or a loss of rights under:
  - a. Check one  
☒ the certificate of incorporation or by-laws  
☐ certificate of limited partnership or partnership agreement  
☐ certificate of formation or limited liability company agreement of Guarantor,
  - b. Any judgment, decree, order, contract, agreement, indenture, instrument, note,  
 mortgage, lease, governmental permit, or other authorization, right restriction, or  
 obligation to which Guarantor is a party or any of its property is subject or by  
 which Guarantor is bound, or
  - c. Any federal, state, or local law, statute, ordinance, rule or regulation applicable to  
 Guarantor;
- vi. It now has and will continue to have full and complete access to any and all  
 information concerning the transactions contemplated by the Contract Documents or  
 referred to therein, the financial status of the Contractor and the ability of the  
 Contractor to pay and perform the Guaranteed Obligations;
- vii. It has reviewed and approved copies of the Contract Documents and is fully informed  
 of the remedies the Authority may pursue, with or without notice to the Contractor or

EXECUTION VERSION



any other Person, in the event of default of any of the Guaranteed Obligations; it has made and so long as the Guaranteed Obligations (or any portion thereof) remain unsatisfied, it will make its own credit analysis of the Contractor and will keep itself fully informed as to all aspects of the financial condition of the Contractor, the performance of the Guaranteed Obligations of all circumstances bearing upon the risk of nonpayment or nonperformance of the Guaranteed Obligations. Guarantor hereby waives and relinquishes any duty on the part of the Authority to disclose any matter, fact or thing relating to the business, operations or conditions of the Contractor now known or hereafter known by the Authority;

- viii. No consent, authorization, approval, order, license, certificate, or permit or act of or from, or declaration or filing with, any governmental authority or any party to any contract, agreement, instrument, lease, or license to which Guarantor is a party or by which Guarantor is bound, is required for the execution, delivery, or compliance with the terms hereof by Guarantor, except as have been obtained prior to the date hereof; and
- ix. There is no pending or, to the best of its knowledge, threatened, action, suit, proceeding, arbitration, litigation, or investigation of or before any governmental authority which challenges the validity or enforceability of this Guaranty.

## 8. Notices

Any communication, notice or demand of any kind whatsoever under this Guaranty shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by telex, telegram or telecopying (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Authority: California High-Speed Rail Authority  
770 L Street, Suite 800, MS 2  
Sacramento, CA 95814  
 Attention: Jorge Granados  
 Telephone: \_\_\_\_\_  
 Telecopy: \_\_\_\_\_

If to the Guarantor: Flatiron Constructors, Inc.  
385 Interlocken Crescent, Suite 900  
Broomfield, Colorado 80021  
 Attention: G. Melody Pickett, General Counsel  
 Telephone: 1.720.494.8018  
 Telecopy: \_\_\_\_\_



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Either Guarantor or the Authority may from time to time change its address for the purpose of notices by a similar notice specifying a new address, but no such change is effective until it is actually received by the party sought to be charged with its contents.

All notices and other communications required or permitted under this Guaranty which are addressed as provided in this Section are effective upon delivery, if delivered personally or by overnight mail, and, are effective five days following deposit in the United States mail, postage prepaid if delivered by mail.

Any demand/claim under this Guaranty shall be signed by an authorized Authority representative, shall state that the Contractor is in default under the Contract Documents and shall state the nature of such default.

## 9. Permitted Defenses; Contract Amendments

Notwithstanding any other provision of this Guaranty to the contrary:

- i. Guarantor shall be entitled to the benefit of all defenses (excluding any rights of set-off or counterclaims) available to the Contractor under the Contract except:
  - a. Those expressly waived in this Guaranty;
  - b. Failure of consideration, lack of authority of the Contractor and any other defense to formation of the Contract; and
  - c. Defenses available to the Contractor under any federal or state law respecting bankruptcy, arrangement, reorganization or similar relief of debtors; and
- ii. In the event that the Contractor's obligations have been changed by any modification, agreement or stipulation between the Contractor and Authority or their respective successors or assigns, the term "Guaranteed Obligations" as used herein shall mean the Guaranteed Obligations as so changed, except that the Guaranteed Obligations shall be determined without regard to the effect of any such modification, agreement or stipulation in the context of a bankruptcy or insolvency proceeding in which the Contractor is the debtor, unless otherwise specified in the modification, agreement or stipulation.

## 10. General Provisions

Should any one or more of the provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions hereof shall be given effect separately therefrom and shall not be affected by such determination. The rights of the Authority hereunder are cumulative and shall not be exhausted by any one or more exercises of said rights against Guarantor or any other entity with liability for the Guaranteed Obligations or by any number of successive actions until and unless all Guaranteed Obligations have been fully paid or performed and expiration or termination of the Contract. Guarantor agrees to execute, have acknowledged and delivered to the Authority such other and further instruments as may be required by the Authority to effectuate the intent and purpose hereof. No right of action shall accrue on this Guaranty to or for the use of any

EXECUTION VERSION



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person or entity other than the Authority or its successors and assigns until the Authority's claims have been satisfied in full. All words used herein in the singular shall be deemed to have been used in the plural when the context or construction so require. This Guaranty shall be governed by and be construed in accordance with the laws of the State of California. This Guaranty is binding upon and inures to the benefit of the successors and assigns of Guarantor and the Authority, but is not assignable by Guarantor without the prior written consent of the Authority, which consent may be granted or withheld in the Authority's sole discretion.

### 11. No Waiver

Any forbearance or failure to exercise, and any delay by the Authority in exercising, any right, power or remedy hereunder will not impair any such right, power or remedy or be construed to be a waiver thereof, nor will it preclude the further exercise of any such right, power or remedy.

### 12. Bankruptcy

The obligations of Guarantor under this Guaranty will not be reduced, limited, impaired, discharged, deferred, suspended or terminated by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of the Contractor or by any defense which the Contractor may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding. The Authority is not obligated to file any claim relating to the Guaranteed Obligations if the Contractor becomes subject to a bankruptcy, reorganization, or similar proceeding, and the failure of the Authority so to file will not affect Guarantor's obligations under this Guaranty.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first written above.

Flatiron Constructors, Inc.

a Delaware corporation  
 By: [Signature]  
 Name: John DiCjurcio  
 Title: Chief Executive Officer  
 By: [Signature]  
 Name: Lars Heitner  
 Title: Chief Financial Officer

EXECUTION VERSION



**Attachment H: Davis-Bacon Act Wage Rates**

EXECUTION VERSION





CA140029 MOD 24 REVISED 10/17/14 CA29

\*\*\*\*\* THIS WAGE DETERMINATION WAS REPLACED ON 10/17/14\*\*\*\*\*

General Decision Number: CA140029 10/03/2014

Superseded General Decision Number: CA20130029

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and  
Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings,  
Madera, Mariposa, Merced, Monterey, San Benito, San Francisco,  
San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and  
Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not  
include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does  
not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	01/10/2014
2	01/24/2014
3	01/31/2014
4	03/07/2014
5	04/11/2014
6	04/25/2014
7	05/02/2014
8	05/16/2014
9	05/23/2014
10	05/30/2014
11	06/06/2014
12	06/13/2014
13	06/20/2014
14	07/04/2014
15	07/11/2014
16	07/18/2014
17	07/25/2014
18	08/01/2014
19	08/08/2014
20	08/15/2014
21	08/22/2014
22	09/05/2014
23	09/26/2014
24	10/03/2014

ASBE0016-001 01/01/2014

AREA 1: ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO,  
MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA  
CLARA, SANTA CRUZ, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE,  
EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LASSEN, MADERA,  
MARIPOSA, MERCED, MODOC, MONO, NEVADA, PLACER, PLUMAS,  
SACRAMENTO, SAN JOAQUIN, SHASTA, SIERRA, SISKIYOU, STANISLAU,  
SUTTER, TEHEMA, TRINITY, TULARE, TUOLUMNE, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 57.15	18.72
Area 2.....	\$ 44.05	18.62

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ASBE0016-004 01/01/2013

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 31.13	6.95

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BOIL0549-001 01/01/2013

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA  
CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1.....	\$ 42.06	33.43
Area 2.....	\$ 38.37	31.32

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BRCA0003-001 08/01/2013

Rates	Fringes
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MARBLE FINISHER.....\$ 28.05 14.01

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BRCA0003-003 08/01/2013

	Rates	Fringes
MARBLE MASON.....	\$ 39.30	22.48

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BRCA0003-005 05/01/2013

	Rates	Fringes
BRICKLAYER		
( 1) Fresno, Kings, Madera, Mariposa, Merced....	\$ 35.41	19.92
( 7) San Francisco, San Mateo.....	\$ 39.96	23.79
( 8) Alameda, Contra Costa, San Benito, Santa Clara.....	\$ 40.98	20.49
( 9) Calaveras, San Joaquin, Stanislaus, Tuolumne.....	\$ 36.48	19.59
(16) Monterey, Santa Cruz...	\$ 37.80	22.46

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BRCA0003-008 07/01/2013

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 33.15	13.93
TERRAZZO WORKER/SETTER.....	\$ 39.95	24.39

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BRCA0003-011 04/01/2014

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San  
Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 22.76	12.37
Area 2.....	\$ 22.58	12.50
Area 3.....	\$ 22.40	11.58
Tile Layer		
Area 1.....	\$ 39.42	13.77
Area 2.....	\$ 36.43	13.74
Area 3.....	\$ 29.78	13.10

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CARP0022-001 07/01/2014

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 40.50	27.53
Journeyman Carpenter.....	\$ 40.35	27.53
Millwright.....	\$ 40.45	29.12

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CARP0034-001 07/01/2014

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician.....	\$ 39.60	30.73
Diver standby.....	\$ 44.56	30.73
Diver Tender.....	\$ 43.56	30.73
Diver wet.....	\$ 89.12	30.73
Manifold Operator (mixed gas).....	\$ 48.56	30.73
Manifold Operator (Standby)..<	\$ 43.56	30.73

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

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CARP0034-003 07/01/2014



	Rates	Fringes
Piledriver.....	\$ 40.60	30.73

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\* CARP0035-007 07/01/2014

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I.....	\$ 23.36	18.31
Installer II.....	\$ 19.93	18.31
Lead Installer.....	\$ 26.81	18.81
Master Installer.....	\$ 31.03	18.81
Area 2		
Installer I.....	\$ 20.71	18.31
Installer II.....	\$ 17.76	18.31
Lead Installer.....	\$ 23.68	18.81
Master Installer.....	\$ 27.31	18.81
Area 3		
Installer I.....	\$ 19.76	18.31
Installer II.....	\$ 16.99	18.31
Lead Installer.....	\$ 22.56	18.81
Master Installer.....	\$ 29.58	18.81

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CARP0035-008 08/01/2014

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 40.35	27.97
Area 2.....	\$ 34.47	27.97
Area 3.....	\$ 34.97	27.97
Area 4.....	\$ 33.62	27.97
Drywall Stocker/Scrapper		
Area 1.....	\$ 20.18	16.30

Area 2.....	\$ 17.24	16.30
Area 3.....	\$ 17.49	16.30
Area 4.....	\$ 16.81	16.30

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CARP0152-001 07/01/2014

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 40.50	27.53
Journeyman Carpenter.....	\$ 40.35	27.53
Millwright.....	\$ 40.45	29.12

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CARP0152-002 07/01/2014

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 34.62	27.53
Journeyman Carpenter.....	\$ 34.47	27.53
Millwright.....	\$ 34.97	29.12

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CARP0152-004 07/01/2014

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 33.27	27.53
Journeyman Carpenter.....	\$ 33.12	27.53
Millwright.....	\$ 35.62	29.12

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CARP0217-001 07/01/2014

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer.....	\$ 40.50	27.53
Journeyman Carpenter.....	\$ 40.35	27.53
Millwright.....	\$ 40.45	29.12
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CARP0405-001 07/01/2014		

Santa Clara County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer.....	\$ 40.50	27.53
Journeyman Carpenter.....	\$ 40.35	27.53
Millwright.....	\$ 40.45	29.12
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CARP0405-002 07/01/2014		

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer.....	\$ 34.53	27.53
Journeyman Carpenter.....	\$ 34.47	27.53
Millwright.....	\$ 36.97	29.12
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CARP0505-001 07/01/2014		

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		

Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 34.62	27.53
Journeyman Carpenter.....	\$ 34.47	27.53
Millwright.....	\$ 36.97	29.12

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CARP0605-001 07/01/2014

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 34.62	27.53
Journeyman Carpenter.....	\$ 34.47	27.53
Millwright.....	\$ 36.97	29.12

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CARP0701-001 07/01/2014

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 33.27	27.53
Journeyman Carpenter.....	\$ 33.12	27.53
Millwright.....	\$ 35.62	29.12

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CARP0713-001 07/01/2014

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 40.50	27.53



Journeyman Carpenter.....	\$ 40.35	27.53
Millwright.....	\$ 40.45	29.12

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 CARP1109-001 07/01/2014

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 33.27	27.53
Journeyman Carpenter.....	\$ 33.12	27.53
Millwright.....	\$ 35.62	29.12

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 ELEC0006-004 12/01/2013

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 31.82	3%+16.11
Technician.....	\$ 36.23	3%+16.11

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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 ELEC0006-007 06/23/2014

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 58.82	28.91
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ELEC0006-008 12/01/2011		

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 30.12	3%+13.70
Technician.....	\$ 34.29	3%+13.70

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0100-002 06/01/2014

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.05	19.67
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ELEC0100-005 12/01/2013		

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer.....	\$ 27.34	16.12
Technician.....	\$ 31.13	16.23

SCOPE OF WORK

Includes the installation testing, service and maintenance,

of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS      Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

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ELEC0234-001 03/24/2014

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A.....	\$ 41.65	22.60
Zone B.....	\$ 45.82	22.72

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

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ELEC0234-003 12/01/2013

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 31.32	16.24
Technician.....	\$ 35.66	16.24

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0302-001 06/01/2014

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 51.67	26.12
ELECTRICIAN.....	\$ 45.26	25.93

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ELEC0302-003 12/01/2013

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 31.32	16.24
Technician.....	\$ 35.66	16.37

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0332-001 06/01/2014

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 62.41	32.102
ELECTRICIAN.....	\$ 54.27	31.858

FOOTNOTES: Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

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ELEC0332-003 12/01/2013

SANTA CLARA COUNTY

Rates	Fringes
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Sound & Communications

Installer.....	\$ 31.32	16.24
Technician.....	\$ 35.66	16.37

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0595-001 06/01/2014

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 55.29	3%+29.81
ELECTRICIAN.....	\$ 49.15	3%+29.81

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ELEC0595-002 06/01/2014

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 39.09	7.5%+21.74
ELECTRICIAN		
(1) Tunnel work.....	\$ 36.49	7.5%+21.74
(2) All other work.....	\$ 34.75	7.5%+21.74

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ELEC0595-006 12/01/2013

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 31.32	3%+15.30
Technician.....	\$ 35.66	3%+15.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0595-008 12/01/2013

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 27.34	3%+15.30
Technician.....	\$ 31.12	3%+15.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0617-001 06/01/2013

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 52.00	26.24

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ELEC0617-003 12/01/2013

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 31.32	16.24
Technician.....	\$ 35.66	16.37

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0684-001 07/01/2014

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 35.50	3%+18.58

CABLE SPLICER = 110% of Journeyman Electrician

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ELEC1245-001 06/01/2013

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 50.30	15.00

(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 40.17	14.56
(3) Groundman.....\$ 30.73	13.48
(4) Powderman.....\$ 44.91	13.48

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,  
Independence Day, Labor Day, Veterans Day, Thanksgiving Day  
and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2014

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 59.19		26.785

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly  
rate as vacation pay credit for employees with more than 5  
years of service, and 6% for 6 months to 5 years of service.  
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,  
Labor Day, Veterans Day, Thanksgiving Day, Friday after  
Thanksgiving, and Christmas Day.

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ENGI0003-008 07/01/2013

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....\$ 40.53		27.81
(2) Dredge Dozer; Heavy duty repairman.....\$ 35.57		27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....\$ 34.45		27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..\$ 31.15		27.81
AREA 2:		
(1) Leverman.....\$ 42.53		27.81
(2) Dredge Dozer; Heavy duty repairman.....\$ 37.57		27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch		



Operator.....	\$ 36.45	27.81
(4) Bargeman; Deckhand;		
Fireman; Leveehand; Oiler..	\$ 33.15	27.81

#### AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,  
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,  
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,  
SUTTER, YOLO, AND YUBA COUNTIES

#### AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2  
AS NOTED BELOW:

##### ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

##### CALAVERAS COUNTY:

Area 1: Remainder  
Area 2: Eastern part

##### COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

##### ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

##### FRESNO COUNTY:

Area 1: Remainder  
Area 2: Eastern part

##### GLENN COUNTY:

Area 1: Eastern part  
Area 2: Remainder

##### LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County  
Area 2: Remainder

##### MADERA COUNTY:

Area 1: Except Eastern part  
Area 2: Eastern part

##### MARIPOSA COUNTY

Area 1: Except Eastern part  
Area 2: Eastern part

##### MONTERREY COUNTY

Area 1: Except Southwestern part  
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County  
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion  
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion  
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner  
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part  
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part  
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner  
Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity  
Counties  
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with  
Shasta County  
Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part  
Area 2: Eastern part

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ENG10003-018 06/30/2014

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1  
RATES.

SEE AREA DEFINITIONS BELOW

Rates

Fringes

OPERATOR: Power Equipment

(AREA 1:)

GROUP 1.....	\$ 39.85	27.44
GROUP 2.....	\$ 38.32	27.44
GROUP 3.....	\$ 36.84	27.44
GROUP 4.....	\$ 35.46	27.44
GROUP 5.....	\$ 34.19	27.44
GROUP 6.....	\$ 32.87	27.44
GROUP 7.....	\$ 31.73	27.44
GROUP 8.....	\$ 30.59	27.44
GROUP 8-A.....	\$ 28.38	27.44

OPERATOR: Power Equipment

(Cranes and Attachments -

AREA 1:)

GROUP 1		
Cranes.....	\$ 40.73	27.44
Oiler.....	\$ 33.76	27.44
Truck crane oiler.....	\$ 37.33	27.44
GROUP 2		
Cranes.....	\$ 38.97	27.44
Oiler.....	\$ 33.50	27.44
Truck crane oiler.....	\$ 37.04	27.44
GROUP 3		
Cranes.....	\$ 37.23	27.44
Hydraulic.....	\$ 32.87	27.44
Oiler.....	\$ 33.26	27.44
Truck Crane Oiler.....	\$ 36.77	27.44
GROUP 4		
Cranes.....	\$ 34.19	27.44

OPERATOR: Power Equipment

(Piledriving - AREA 1:)

GROUP 1		
Lifting devices.....	\$ 41.07	27.44
Oiler.....	\$ 31.81	27.44
Truck crane oiler.....	\$ 34.09	27.44
GROUP 2		
Lifting devices.....	\$ 39.25	27.44
Oiler.....	\$ 31.54	27.44
Truck Crane Oiler.....	\$ 33.84	27.44
GROUP 3		
Lifting devices.....	\$ 37.57	27.44
Oiler.....	\$ 31.32	27.44
Truck Crane Oiler.....	\$ 33.55	27.44
GROUP 4		
Lifting devices.....	\$ 35.80	27.44
GROUP 5		
Lifting devices.....	\$ 34.50	27.44
GROUP 6		
Lifting devices.....	\$ 33.16	27.44

OPERATOR: Power Equipment

(Steel Erection - AREA 1:)

GROUP 1		
Cranes.....	\$ 41.70	27.44
Oiler.....	\$ 32.15	27.44
Truck Crane Oiler.....	\$ 34.38	27.44
GROUP 2		
Cranes.....	\$ 39.93	27.44
Oiler.....	\$ 31.88	27.44

Truck Crane Oiler.....	\$ 34.16	27.44
GROUP 3		
Cranes.....	\$ 38.45	27.44
Hydraulic.....	\$ 32.67	27.44
Oiler.....	\$ 31.66	27.44
Truck Crane Oiler.....	\$ 33.89	27.44
GROUP 4		
Cranes.....	\$ 36.43	27.44
GROUP 5		
Cranes.....	\$ 35.13	27.44
OPERATOR: Power Equipment		
(Tunnel and Underground Work		
- AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 35.95	27.44
GROUP 1-A.....	\$ 38.32	27.44
GROUP 2.....	\$ 34.59	27.44
GROUP 3.....	\$ 33.36	27.44
GROUP 4.....	\$ 32.22	27.44
GROUP 5.....	\$ 31.08	27.44
UNDERGROUND:		
GROUP 1.....	\$ 35.85	27.44
GROUP 1-A.....	\$ 38.32	27.44
GROUP 2.....	\$ 34.59	27.44
GROUP 3.....	\$ 33.26	27.44
GROUP 4.....	\$ 32.12	27.44
GROUP 5.....	\$ 30.98	27.44

FOOTNOTE: Work suspended by ropes or cables, or work on a  
Yo-Yo Cat: \$.60 per hour additional.

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work);  
Hydraulic excavator, 7 cu. yds. and over; Power shovels,  
over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu.  
yds. up to 7 cu. yds.; Licensed construction work boat  
operator, on site; Power blade operator (finish); Power  
shovels, over 1 cu. yd. up to and including 7 cu. yds.  
m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination  
backhoe and loader over 3/4 cu. yds.; Continuous flight tie  
back machine assistant to engineer or mechanic; Crane  
mounted continuous flight tie back machine, tonnage to  
apply; Crane mounted drill attachment, tonnage to apply;  
Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2  
cu. yds.; Loader 4 cu. yds. and over; Long reach excavator;  
Multiple engine scraper (when used as push pull); Power  
shovels, up to and including 1 cu. yd.; Pre-stress wire  
wrapping machine; Side boom cat, 572 or larger; Track  
loader 4 cu. yds. and over; Wheel excavator (up to and  
including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor;



Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signaller; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signaller; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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#### ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type

lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

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#### PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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#### STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunitite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part  
Area 2: Remainder

SISKIYOU COUNTY:  
Area 1: Central part  
Area 2: Remainder

SONOMA COUNTY:  
Area 1: All but the Northwestern corner  
Area 2: Remainder

TEHAMA COUNTY:  
Area 1: All but the Western border with Mendocino & Trinity  
Counties  
Area 2: Remainder

TRINITY COUNTY:  
Area 1: East Central part and the Northeast border with  
Shasta County  
Area 2: Remainder

TULARE COUNTY;  
Area 1: Remainder  
Area 2: Eastern part

TUOLUMNE COUNTY:  
Area 1: Remainder  
Area 2: Eastern Part

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ENG10003-019 07/01/2013

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 29.64	25.71
AREA 2.....	\$ 31.64	25.71
GROUP 2		
AREA 1.....	\$ 26.04	25.71
AREA 2.....	\$ 28.04	25.71
GROUP 3		
AREA 1.....	\$ 21.43	25.71
AREA 2.....	\$ 23.43	25.71

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment



shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

- Area 1: Western part along the Southern portion of border with Shasta County
- Area 2: Remainder

MADERA COUNTY

- Area 1: Remainder
- Area 2: Eastern part

MARIPOSA COUNTY

- Area 1: Remainder
- Area 2: Eastern part

MENDOCINO COUNTY:

- Area 1: Central and Southeastern parts
- Area 2: Remainder

MONTEREY COUNTY

- Area 1: Remainder
- Area 2: Southwestern part

NEVADA COUNTY:

- Area 1: All but the Northern portion along the border of Sierra County
- Area 2: Remainder

PLACER COUNTY:

- Area 1: All but the Central portion
- Area 2: Remainder

PLUMAS COUNTY:

- Area 1: Western portion
- Area 2: Remainder

SHASTA COUNTY:

- Area 1: All but the Northeastern corner
- Area 2: Remainder

SIERRA COUNTY:

- Area 1: Western part
- Area 2: Remainder

SISKIYOU COUNTY:

- Area 1: Central part
- Area 2: Remainder

SONOMA COUNTY:

- Area 1: All but the Northwestern corner
- Area 2: Remainder

TEHAMA COUNTY:

- Area 1: All but the Western border with Mendocino & Trinity Counties
- Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeast border with  
Shasta County  
Area 2: Remainder

TULARE COUNTY;  
Area 1: Remainder  
Area 2: Eastern part

TUOLUMNE COUNTY:  
Area 1: Remainder  
Area 2: Eastern Part

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IRON0377-002 07/01/2014

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	17.74
Ornamental, Reinforcing and Structural.....	\$ 33.50	26.74

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval  
Reserve-Niland,  
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training  
Center-Goldstone, San Clemente Island, San Nicholas Island,  
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine  
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,  
Naval Post Graduate School - Monterey, Yermo Marine Corps  
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LAB00067-002 06/29/2014

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN  
MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL  
NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN,  
MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,  
NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN,  
SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,  
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND  
YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B.....	\$ 19.66	9.02
LABORER (Lead Removal)		
Area A.....	\$ 29.02	19.42
Area B.....	\$ 28.02	19.42

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

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LABO0067-006 06/30/2014

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 29.09	18.66
GROUP 1.....	\$ 28.39	18.66
GROUP 1-a.....	\$ 28.61	18.66
GROUP 1-c.....	\$ 28.44	18.66
GROUP 1-e.....	\$ 28.94	18.66
GROUP 1-f.....	\$ 28.97	18.66
GROUP 1-g (Contra Costa		
County).....	\$ 28.59	18.66
GROUP 2.....	\$ 28.24	18.66
GROUP 3.....	\$ 28.14	18.66
GROUP 4.....	\$ 21.83	18.66
See groups 1-b and 1-d under laborer classifications.		
Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 28.09	18.66
GROUP 1.....	\$ 27.39	18.66
GROUP 1-a.....	\$ 27.61	18.66
GROUP 1-c.....	\$ 27.44	18.66

GROUP 1-e.....	\$ 27.94	18.66
GROUP 1-f.....	\$ 27.97	18.66
GROUP 2.....	\$ 27.24	18.66
GROUP 3.....	\$ 27.14	18.66
GROUP 4.....	\$ 20.83	18.66
See groups 1-b and 1-d under laborer classifications.		
Laborers: (GUNITE - AREA A:)		
GROUP 1.....	\$ 29.35	18.66
GROUP 2.....	\$ 28.85	18.66
GROUP 3.....	\$ 28.26	18.66
GROUP 4.....	\$ 28.14	18.66
Laborers: (GUNITE - AREA B:)		
GROUP 1.....	\$ 28.35	18.66
GROUP 2.....	\$ 27.85	18.66
GROUP 3.....	\$ 27.26	18.66
GROUP 4.....	\$ 27.14	18.66
Laborers: (WRECKING - AREA A:)		
GROUP 1.....	\$ 28.39	18.66
GROUP 2.....	\$ 28.24	18.66
Laborers: (WRECKING - AREA B:)		
GROUP 1.....	\$ 27.39	18.66
GROUP 2.....	\$ 27.24	18.66
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 28.14	18.66
(2) Establishment Warranty Period.....	\$ 21.83	18.66
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction.....	\$ 27.14	18.66
(2) Establishment Warranty Period.....	\$ 20.83	18.66

#### FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

#### LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified



hazardous waste worker including Leade Abatement;  
Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically

covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0073-002 06/30/2014

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 27.14	19.03
Traffic Control Person I....	\$ 27.44	19.03
Traffic Control Person II....	\$ 24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0073-003 06/30/2014

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.11	17.34

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LABO0073-005 06/30/2014

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0166-001 07/01/2006

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Brick Tender.....	\$ 25.91	14.65

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

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LABO0166-002 07/01/2007

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
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MASON TENDER, BRICK.....\$ 26.93 16.50

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

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LABO0261-003 06/30/2014

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 28.14	19.03
Traffic Control Person I....	\$ 28.44	19.03
Traffic Control Person II...	\$ 25.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0261-005 06/30/2014

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on



slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0270-003 06/30/2014

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 28.14	19.03
Area B.....	\$ 27.14	19.03
Traffic Control Person I		
Area A.....	\$ 28.44	19.03
Area B.....	\$ 27.44	19.03
Traffic Control Person II		
Area A.....	\$ 25.94	19.03
Area B.....	\$ 24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0270-004 06/30/2014

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunitite and shotcrete  
nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or  
excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;  
Cherry pickermen - where car is lifted; Concrete finisher  
in tunnel; Concrete screedman; Grout pumpman and potman;  
Gunitite & shotcrete gunman & potman; Headermen; High  
pressure nozzleman; Miner - tunnel, including top and  
bottom man on shaft and raise work; Nipper; Nozzleman on  
slick line; Sandblaster - potman, Robotic Shotcrete Placer,  
Segment Erector, Tunnel Muck Hauler, Steel Form raiser and  
setter; Timberman, retimberman (wood or steel or substitute  
materials therefore); Tugger (for tunnel laborer work);  
Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -  
muckers, trackmen; Concrete crew - includes rodding and  
spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0270-005 07/01/2013

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.70	16.53

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LABO0294-001 06/30/2014

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 31.11	17.34

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LABO0294-002 06/30/2014

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 27.14	19.03
Traffic Control Person I....	\$ 27.44	19.03
Traffic Control Person II...	\$ 24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash

cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0294-005 06/30/2014

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0304-002 06/30/2014

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 28.14	19.03

Traffic Control Person I....\$ 28.44	19.03
Traffic Control Person II...\$ 25.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0304-003 06/30/2014

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0324-002 06/30/2014

CONTRA COSTA COUNTY

Rates	Fringes
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LABORER (TRAFFIC CONTROL/LANE  
CLOSURE)

Escort Driver, Flag Person...	\$ 28.14	19.03
Traffic Control Person I....	\$ 28.44	19.03
Traffic Control Person II....	\$ 25.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0324-006 06/30/2014

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO1130-002 06/30/2014

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..\$	27.14	19.03
Traffic Control Person I....\$	27.44	19.03
Traffic Control Person II....\$	24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO1130-003 06/30/2014

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....\$	34.60	19.49
GROUP 2.....\$	34.37	19.49
GROUP 3.....\$	34.12	19.49
GROUP 4.....\$	33.67	19.49
GROUP 5.....\$	33.13	19.49
Shotcrete Specialist.....\$	35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)



GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO1130-005 06/30/2014

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.11	17.34

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LABO1414-004 08/07/2013

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 30.00	16.36

Work on a swing stage scaffold: \$1.00 per hour additional.

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LABO1414-007 08/07/2013

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN  
JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 30.00	16.36

Work on a swing stage scaffold: \$1.00 per hour additional.

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LABO1414-008 08/07/2013

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 30.00	16.36

Work on a swing stage scaffold: \$1.00 per hour additional.

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LABO1414-010 08/07/2013

SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLASTER TENDER		
4 Stories and under.....	\$ 28.00	16.36
5 Stories and above.....	\$ 30.00	16.36

Work on a swing stage scaffold: \$1.00 per hour additional.

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LABO1414-011 08/07/2013

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
Plasterer tender.....	\$ 30.00	16.36

Work on a swing stage scaffold: \$1.00 per hour additional.

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PAIN0016-001 01/01/2013

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	\$ 33.86	20.26

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

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PAIN0016-003 01/01/2013

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1.....	\$ 40.37	20.07
AREA 2.....	\$ 36.24	18.67

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PAIN0016-012 01/01/2013

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
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SOFT FLOOR LAYER.....\$ 44.87 17.98

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PAIN0016-015 01/01/2013

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE  
COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 29.06	15.98

FOOTNOTES:

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.00 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00  
additional per hour. 100 to 180 ft above ground or water  
level \$4.00 additional per hour. Over 180 ft above ground  
or water level \$6.00 additional per hour.

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PAIN0016-022 01/01/2013

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 37.48	20.26

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PAIN0169-001 01/01/2013

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 32.48	18.20

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PAIN0169-005 01/01/2013

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN  
MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 41.88	21.59

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PAIN0294-004 07/01/2014

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller.....	\$ 25.67	15.68
Drywall Finisher/Taper.....	\$ 30.47	16.81

FOOTNOTE:

Spray Painters & Paperhangers receive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

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PAIN0294-005 01/01/2013

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 27.83	15.40

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PAIN0767-001 01/01/2013

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 32.24	19.88

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

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PAIN1176-001 07/01/2014

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 34.26	11.65
GROUP 2.....	\$ 29.12	11.65
GROUP 3.....	\$ 29.46	11.65

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

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PAIN1237-003 01/01/2013

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE  
COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 28.25	16.73
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PLAS0066-002 07/01/2014		

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER.....	\$ 35.34	24.21
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PLAS0300-001 07/01/2014		

	Rates	Fringes
PLASTERER		
AREA 188: Fresno.....	\$ 29.44	22.26
AREA 224: San Benito, Santa Clara, Santa Cruz.....	\$ 31.59	22.26
AREA 295: Calaveras & San Joaquin Couonties.....	\$ 31.41	22.26
AREA 337: Monterey County..	\$ 30.52	22.26
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 31.41	22.26
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PLAS0300-005 06/30/2014		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.00	22.07
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PLUM0038-001 07/01/2014		

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....	\$ 64.00	43.29
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PLUM0038-005 07/01/2014		

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 54.40	32.15
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PLUM0062-001 07/01/2014

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 41.05	25.19
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PLUM0159-001 07/01/2013		

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....	\$ 50.78	31.34
(2) All other work.....	\$ 51.78	31.34
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PLUM0246-001 07/01/2014		

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 37.15	25.54
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PLUM0246-004 07/01/2013		

FRESNO, MERCED & SAN JOAQUIN COUNTIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	\$ 13.00	9.77

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diaphering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for



protection of buried piping; Flagman

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PLUM0342-001 07/01/2013

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	\$ 53.71	34.19
PLUMBER, PIPEFITTER,		
STEAMFITTER		
ALAMEDA COUNTY.....	\$ 53.71	34.19

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PLUM0355-004 07/01/2014

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA,  
MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO,  
SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker		
/Landscape Fitter.....	\$ 28.55	9.25

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PLUM0393-001 07/01/2013

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 57.41	30.08

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PLUM0442-001 07/01/2014

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE  
COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 38.00	25.39

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PLUM0467-001 07/01/2014

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	\$ 57.50	31.16

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ROOF0027-002 09/01/2014

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	\$ 26.37	12.68

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

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 ROOF0040-002 08/01/2014

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 35.19	13.75

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 ROOF0081-001 08/01/2014

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer.....	\$ 35.06	13.89

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 ROOF0081-004 08/01/2014

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 31.94	13.64

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 \* ROOF0095-002 08/01/2014

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Journeyman.....	\$ 37.14	14.57
Kettle person (2 kettles);		
Bitumastic, Enameler, Coal		
Tar, Pitch and Mastic		
worker.....	\$ 39.14	14.57

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 SFCA0483-001 01/01/2014

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
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SPRINKLER FITTER (FIRE).....	\$ 52.42	25.62
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SFCA0669-011 07/01/2013

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY,  
SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE  
COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 32.98	19.35

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SHEE0104-001 07/01/2014

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA  
CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under \$200,000.....	\$ 48.79	35.29
All Other Work.....	\$ 54.85	35.91
AREA 2.....	\$ 41.55	28.85
AREA 3.....	\$ 44.07	28.40

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SHEE0104-003 07/01/2014

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 36.59	28.66

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SHEE0104-005 07/01/2014

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	\$ 36.03	31.30

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SHEE0104-007 07/01/2014

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
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SHEET METAL WORKER.....	\$ 34.60	31.55
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 SHEE0104-015 07/01/2014

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 33.86	31.83

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 SHEE0104-018 07/01/2014

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	\$ 33.86	31.83

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 TEAM0094-001 07/01/2014

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 27.96	24.28
GROUP 2.....	\$ 28.26	24.28
GROUP 3.....	\$ 28.56	24.28
GROUP 4.....	\$ 28.91	24.28
GROUP 5.....	\$ 29.26	24.28

#### FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate. Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

#### TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and

unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).  
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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:



- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

CA140032 MOD 16 LAST MODIFICATION CA32

\*\*\*\*THIS WAGE DETERMINATION WAS ACTIVE AS OF THE END OF YEAR\*\*\*\*

General Decision Number: CA140032 09/26/2014

Superseded General Decision Number: CA20130032

State: California

Construction Types: Heavy (Heavy and Dredging) and Highway

County: Tulare County in California.

DREDGING (excluding self-propelled hopper dredge work), HEAVY  
(excluding water well drilling), AND HIGHWAY CONSTRUCTION  
PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	01/24/2014
2	04/11/2014
3	05/09/2014
4	05/23/2014
5	05/30/2014
6	06/06/2014
7	06/13/2014
8	06/20/2014
9	07/04/2014
10	07/11/2014
11	07/18/2014
12	08/01/2014
13	08/08/2014
14	08/15/2014
15	08/22/2014
16	09/26/2014

ASBE0016-006 01/01/2013

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not).....	\$ 31.13	6.95

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ASBE0016-010 01/01/2014

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 44.05	18.62

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BOIL0549-004 01/01/2013

	Rates	Fringes
BOILERMAKER.....	\$ 38.37	31.32

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BRCA0003-001 08/01/2013

	Rates	Fringes
MARBLE FINISHER.....	\$ 28.05	14.01

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BRCA0003-016 04/01/2014

	Rates	Fringes
TILE FINISHER.....	\$ 22.40	11.58
TILE LAYER.....	\$ 31.85	13.16

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BRCA0003-017 07/01/2013

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 33.15	13.93
TERRAZZO WORKER/SETTER.....	\$ 39.95	24.39

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\* BRCA0004-005 05/01/2014

	Rates	Fringes
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BRICKLAYER; MARBLE SETTER.....\$ 36.40

12.85

\*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

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CARP0034-002 07/01/2014

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 39.60	30.73
Diver standby.....	\$ 44.56	30.73
Diver Tender.....	\$ 43.56	30.73
Diver wet.....	\$ 89.12	30.73
Manifold Operator (mixed		
gas).....	\$ 48.56	30.73
Manifold Operator (Standby).....	\$ 43.56	30.73

DEPTH PAY (Surface Diving):

050 to 100 ft     \$2.00 per foot  
101 to 150 ft     \$3.00 per foot  
151 to 220 ft     \$4.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

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CARP0034-003 07/01/2014

	Rates	Fringes
Piledriver.....	\$ 40.60	30.73

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CARP1109-002 07/01/2014

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 33.27	27.53
Journeyman Carpenter.....	\$ 33.12	27.53
Millwright.....	\$ 35.62	29.12

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ELEC0100-001 06/01/2014

	Rates	Fringes
ELECTRICIAN.....	\$ 34.05	19.67

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ELEC1245-001 06/01/2013

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 50.30	15.00
(2) Equipment specialist		
(operates crawler		
tractors, commercial motor		
vehicles, backhoes,		
trenchers, cranes (50 tons		
and below), overhead &		
underground distribution		
line equipment).....	\$ 40.17	14.56
(3) Groundman.....	\$ 30.73	13.48
(4) Powderman.....	\$ 44.91	13.48

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,  
Independence Day, Labor Day, Veterans Day, Thanksgiving Day  
and day after Thanksgiving, Christmas Day

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ENGI0003-008 07/01/2013

	Rates	Fringes
Dredging: (DREDGING:		
CLAMSHELL & DIPPER DREDGING;		
HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 40.53	27.81
(2) Dredge Dozer; Heavy		
duty repairman.....	\$ 35.57	27.81
(3) Booster Pump		
Operator; Deck		
Engineer; Deck mate;		

Dredge Tender; Winch Operator.....\$ 34.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..\$ 31.15	27.81
AREA 2:	
(1) Leverman.....\$ 42.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....\$ 37.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....\$ 36.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..\$ 33.15	27.81

#### AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,  
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,  
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,  
SUTTER, YOLO, AND YUBA COUNTIES

#### AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2  
AS NOTED BELOW:

#### ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

#### CALAVERAS COUNTY:

Area 1: Remainder  
Area 2: Eastern part

#### COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

#### ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

#### FRESNO COUNTY:

Area 1: Remainder  
Area 2: Eastern part

#### GLENN COUNTY:

Area 1: Eastern part  
Area 2: Remainder

#### LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County  
Area 2: Remainder



MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity  
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with  
Shasta County

Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 39.85	27.44
GROUP 2.....	\$ 38.32	27.44
GROUP 3.....	\$ 36.84	27.44
GROUP 4.....	\$ 35.46	27.44
GROUP 5.....	\$ 34.19	27.44
GROUP 6.....	\$ 32.87	27.44
GROUP 7.....	\$ 31.73	27.44
GROUP 8.....	\$ 30.59	27.44
GROUP 8-A.....	\$ 28.38	27.44
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 40.73	27.44
Oiler.....	\$ 33.76	27.44
Truck crane oiler.....	\$ 37.33	27.44
GROUP 2		
Cranes.....	\$ 38.97	27.44
Oiler.....	\$ 33.50	27.44
Truck crane oiler.....	\$ 37.04	27.44
GROUP 3		
Cranes.....	\$ 37.23	27.44
Hydraulic.....	\$ 32.87	27.44
Oiler.....	\$ 33.26	27.44
Truck Crane Oiler.....	\$ 36.77	27.44
GROUP 4		
Cranes.....	\$ 34.19	27.44
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 41.07	27.44
Oiler.....	\$ 31.81	27.44
Truck crane oiler.....	\$ 34.09	27.44
GROUP 2		
Lifting devices.....	\$ 39.25	27.44
Oiler.....	\$ 31.54	27.44
Truck Crane Oiler.....	\$ 33.84	27.44
GROUP 3		
Lifting devices.....	\$ 37.57	27.44
Oiler.....	\$ 31.32	27.44
Truck Crane Oiler.....	\$ 33.55	27.44
GROUP 4		
Lifting devices.....	\$ 35.80	27.44
GROUP 5		

Lifting devices.....	\$ 34.50	27.44
GROUP 6		
Lifting devices.....	\$ 33.16	27.44
OPERATOR: Power Equipment		
(Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 41.70	27.44
Oiler.....	\$ 32.15	27.44
Truck Crane Oiler.....	\$ 34.38	27.44
GROUP 2		
Cranes.....	\$ 39.93	27.44
Oiler.....	\$ 31.88	27.44
Truck Crane Oiler.....	\$ 34.16	27.44
GROUP 3		
Cranes.....	\$ 38.45	27.44
Hydraulic.....	\$ 32.67	27.44
Oiler.....	\$ 31.66	27.44
Truck Crane Oiler.....	\$ 33.89	27.44
GROUP 4		
Cranes.....	\$ 36.43	27.44
GROUP 5		
Cranes.....	\$ 35.13	27.44
OPERATOR: Power Equipment		
(Tunnel and Underground Work		
- AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 35.95	27.44
GROUP 1-A.....	\$ 38.32	27.44
GROUP 2.....	\$ 34.59	27.44
GROUP 3.....	\$ 33.36	27.44
GROUP 4.....	\$ 32.22	27.44
GROUP 5.....	\$ 31.08	27.44
UNDERGROUND:		
GROUP 1.....	\$ 35.85	27.44
GROUP 1-A.....	\$ 38.32	27.44
GROUP 2.....	\$ 34.59	27.44
GROUP 3.....	\$ 33.26	27.44
GROUP 4.....	\$ 32.12	27.44
GROUP 5.....	\$ 30.98	27.44

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination

backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and

canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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#### ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over

100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

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#### PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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#### STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons



to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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#### TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

#### AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

#### ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

#### CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion  
Area 2: Remainder

PLUMAS COUNTY:  
Area 1: Western portion  
Area 2: Remainder

SHASTA COUNTY:  
Area 1: All but the Northeastern corner  
Area 2: Remainder

SIERRA COUNTY:  
Area 1: Western part  
Area 2: Remainder

SISKIYOU COUNTY:  
Area 1: Central part  
Area 2: Remainder

SONOMA COUNTY:  
Area 1: All but the Northwestern corner  
Area 2: Remainder

TEHAMA COUNTY:  
Area 1: All but the Western border with Mendocino & Trinity  
Counties  
Area 2: Remainder

TRINITY COUNTY:  
Area 1: East Central part and the Northeast border with  
Shasta County  
Area 2: Remainder

TULARE COUNTY;  
Area 1: Remainder  
Area 2: Eastern part

TUOLUMNE COUNTY:  
Area 1: Remainder  
Area 2: Eastern Part

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ENG0003-019 07/01/2013

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 29.64	25.71
AREA 2.....	\$ 31.64	25.71
GROUP 2		
AREA 1.....	\$ 26.04	25.71
AREA 2.....	\$ 28.04	25.71
GROUP 3		

AREA 1.....	\$ 21.43	25.71
AREA 2.....	\$ 23.43	25.71

#### GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

#### AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

#### AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

##### ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

##### CALAVERAS COUNTY:

Area 1: Except Eastern part  
Area 2: Eastern part

##### COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

##### DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner  
Area 2: Remainder

##### ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

##### FRESNO COUNTY

Area 1: Except Eastern part  
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity  
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with  
Shasta County

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

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IRON0377-002 07/01/2014

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	17.74
Ornamental, Reinforcing and Structural.....	\$ 33.50	26.74

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval  
Reserve-Niland,  
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training  
Center-Goldstone, San Clemente Island, San Nicholas Island,  
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine  
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,  
Naval Post Graduate School - Monterey, Yermo Marine Corps  
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LAB00294-003 06/30/2014

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..\$ 27.14		19.03
Traffic Control Person I....\$ 27.44		19.03
Traffic Control Person II...\$ 24.94		19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LAB00294-004 06/30/2014

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist		
Group.....\$ 28.09		18.66
GROUP 1.....\$ 27.39		18.66
GROUP 1-a.....\$ 27.61		18.66
GROUP 1-c.....\$ 27.44		18.66
GROUP 1-e.....\$ 27.94		18.66
GROUP 1-f.....\$ 27.97		18.66
GROUP 2.....\$ 27.24		18.66
GROUP 3.....\$ 27.14		18.66
GROUP 4.....\$ 20.83		18.66
See groups 1-b and 1-d under laborer classifications		
Laborers: (GUNITE)		
GROUP 1.....\$ 28.35		18.66
GROUP 2.....\$ 27.85		18.66
GROUP 3.....\$ 27.26		18.66
GROUP 4.....\$ 27.14		18.66
Laborers: (WRECKING)		
GROUP 1.....\$ 27.39		18.66
GROUP 2.....\$ 27.24		18.66
Landscape Laborer (Gardeners, Horticultural & Landscape Laborers)		
Establishment Warranty		
Period.....\$ 20.83		18.66
New Construction.....\$ 27.14		18.66

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts (not applicable to workers entitled to receive the wage rate set forth in Group 1-a): \$0.25 per hour additional.

LABORER CLASSIFICATIONS



CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Masonry and plasterer tender; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond drill; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer

manholes, shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds (underground structures). All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: All clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.  
 C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.  
 The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

#### WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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 LAB00294-006 06/30/2014

#### TULARE COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

#### TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and

setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LAB01414-005 08/07/2013

	Rates	Fringes
Plasterer tender.....	\$ 30.00	16.36
Work on a swing stage scaffold: \$1.00 per hour additional.		

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PAIN0294-003 07/01/2014

	Rates	Fringes
PAINTER.....	\$ 25.67	15.68

FOOTNOTE:

Sandblast/Spray Painting: \$1.00 per hour additional.

Work over 30 feet (does not include work from a lift): \$0.50 per hour additional.

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PAIN1176-001 07/01/2014

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 34.26	11.65
GROUP 2.....	\$ 29.12	11.65
GROUP 3.....	\$ 29.46	11.65

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

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PLAS0300-005 06/30/2014

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 30.00	22.07
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 \* PLUM0246-002 07/01/2014

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 37.15	25.54

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 \* PLUM0355-003 07/01/2014

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 28.55	9.25

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 TEAM0094-001 07/01/2014

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 27.96	24.28
GROUP 2.....	\$ 28.26	24.28
GROUP 3.....	\$ 28.56	24.28
GROUP 4.....	\$ 28.91	24.28
GROUP 5.....	\$ 29.26	24.28

#### FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate. Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

#### TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch

truck with hoist; Road oil truck or bootperson;  
Buggymobile; Ross, Hyster and similar straddle carriers;  
Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

## Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

## Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests



for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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U.S. Department of Labor  
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Washington, DC 20210

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3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

CA140027 MOD 6 LAST MODIFICATION CA27

\*\*\*\*THIS WAGE DETERMINATION WAS ACTIVE AS OF THE END OF YEAR\*\*\*\*

General Decision Number: CA140027 09/26/2014

Superseded General Decision Number: CA20130027

State: California

Construction Type: Building

County: Tulare County in California.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	01/03/2014
1	05/30/2014
2	06/06/2014
3	07/04/2014
4	07/18/2014
5	08/22/2014
6	09/26/2014

ELEC0100-001 06/01/2014

	Rates	Fringes
ELECTRICIAN.....	\$ 34.05	19.67

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IRON0377-002 07/01/2014

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	17.74
Ornamental, Reinforcing and Structural.....	\$ 33.50	26.74

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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PLAS0300-005 06/30/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.00	22.07

-----  
\* PLUM0246-002 07/01/2014

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 37.15	25.54

-----  
SFCA0669-004 07/01/2013

	Rates	Fringes
SPRINKLER FITTER.....	\$ 32.98	19.35
(FIRE)		

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SHEE0104-008 07/01/2014

	Rates	Fringes
SHEET METAL WORKER (excluding metal deck and siding).....	\$ 34.60	31.55

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SHEE0104-012 07/01/2014

	Rates	Fringes
SHEET METAL WORKER Metal deck and siding only..	\$ 33.86	31.83

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SUCA1984-001 10/01/1984

	Rates	Fringes
BRICKLAYER.....	\$ 15.18	
CARPENTER.....	\$ 13.36	4.24
Drywall taper.....	\$ 13.08	
FLOOR LAYER: Carpet.....	\$ 10.72	1.76
GLAZIER.....	\$ 12.52	5.21
Hod Carrier		
Brick.....	\$ 11.76	
Plaster.....	\$ 9.00	1.55
LABORER.....	\$ 7.83	2.86
PAINTER.....	\$ 9.87	
PLASTERER.....	\$ 12.05	2.94
Power equipment operators:		
Loader.....	\$ 9.65	.62
Motor grader.....	\$ 11.19	.62
Tractor.....	\$ 8.53	.62
ROOFER.....	\$ 10.05	3.85
Truck drivers:		
Dump Truck.....	\$ 8.95	.62
Water truck.....	\$ 7.50	.62

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

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200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION



**Attachment I: DRB Agreement Form**

THIS DISPUTES RESOLUTION BOARD AGREEMENT ("DRB Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, among California High-Speed Rail Authority, a public entity of the State of California,

\_\_\_\_\_, a \_\_\_\_\_,  
 ("Authority") ("Contractor")

and \_\_\_\_\_  
 (collectively, the "DRB Members")

with reference to the following facts:

A. Authority and Contractor have entered into a "Contract" regarding

\_\_\_\_\_  
 (identify Authority's Project)

Pursuant to the Contract, Contractor agreed to furnish the design for and to construct the Project.

B. The Contract provides for the establishment and operation of a Disputes Resolution Board (the "DRB") to assist in resolving disputes and claims among Authority, Contractor, and others in respect to the Project.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and agreements contained herein, the parties hereto agree as follows:

### 1. Establishment of Disputes Resolution Board

The Disputes Resolution Board (DRB) shall begin operation upon execution of this DRB Agreement by Authority, Contractor, and the three DRB Members, and shall terminate upon completion of all work required to be performed by the DRB hereunder unless sooner terminated in accordance with this DRB Agreement or applicable law. The DRB shall consist of three members, jointly selected by the Authority the Contractor. The first duty of the DRB shall be to nominate a member as the DRB Chair provided in the "Establishment of the DRB" clause (Section 51.5) of the General Provisions.

Each member of the DRB represents, warrants, and covenants on his/her behalf that he or she meets the following criteria:

- A. Is not an Affiliate or otherwise have a financial interest in the Contractor, any Subcontractor, the Contract, the Project, the California High-Speed Rail Project or in the outcome of any dispute decided hereunder, except for payment for serving on the DRB;
- B. Has not been previously employed by the Authority, Contractor or any Affiliate (including any work for such entity through an arrangement with his or her direct employer), except for fee-based consulting services on other projects which are disclosed to all Parties, and has not otherwise had financial ties to any Party to the Contract for two years preceding his or her engagement for the DRB;

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- C. Has not had a professional or personal relationship, with the Contractor, any Subcontractor, the Authority, or an employee of any of the foregoing of a nature which could affect his/her ability to impartially resolve disputes;
- D. Has not had substantial prior involvement in the Project or the California High-Speed Rail Project of a nature which could affect his/her ability to impartially resolve disputes and does not know of any reason why he or she cannot be impartial in rendering decisions;
- E. Does not have a conflict of interest as described in the Authority's Organizational Conflict of Interest Policy;
- F. Shall not accept employment by the Authority or Contractor or any Affiliate during the term hereof and for as long thereafter as any obligations remain outstanding under the Contract Documents, except as a member of other disputes boards; and
- G. Shall not discuss employment, nor make any agreement regarding employment, with the Authority, Contractor, or any Affiliate during the term hereof and for as long thereafter as any obligations remain outstanding under the Contract Documents.

Prior to hearing the first dispute, and thereafter upon request of the Authority or Contractor from time to time, and at least annually, each DRB Member shall provide to the Authority and Contractor a declaration under penalty of perjury affirming that such member meets the qualifications set forth in the "Establishment of DRB" clause (Section 51.5) of the General Provisions and the "Establishment of DRB" clause hereof, and agrees to be bound by the terms of the Contract Documents. Each DRB Member shall promptly notify the Authority and Contractor if any circumstances are likely to prevent a prompt and fair hearing and decision, or if the member fails to meet such qualifications. Any DRB Member failing at any time to meet such qualifications shall be removed from the DRB.

## 2. DRB Organization and Responsibilities

The DRB is organized in accordance with the "Disputes Resolution Board" clause (Section 51.3) of the General Provisions for the purposes described therein. The DRB is intended to fairly and impartially consider the disputes under the Contract, Subcontracts thereunder, and other contracts relating to the Project placed before it, and to provide written reasoned decisions for resolution of such disputes. The DRB Members shall perform the services necessary to participate in the DRB's actions in accordance with this DRB Agreement and the Contract.

The DRB Members shall visit the Site prior to commencement of construction, and after commencement of construction shall visit the Site periodically to keep abreast of construction activities and to develop a familiarity with the Work in progress, or as may be deemed desirable or necessary in the consideration of any claim or dispute. A special Site visit shall be scheduled at the request of either party or any DRB Member; provided that all reasonable efforts shall be made to allow issues to be raised at the regularly scheduled Site visits except where a special visit is warranted due to special circumstances such as the need to observe Site conditions before they are disturbed. Representatives of the Authority and Contractor shall have the right to accompany the DRB on any such visit.





All DRB Members are to act independently in the consideration of facts and conditions surrounding any dispute. Seeking the DRB Members' advice or consultation, ex parte, is expressly prohibited; provided, however, that either party may seek such advice or consultation from the entire DRB, at a DRB meeting, after first giving notice to all parties who might thereafter be parties before the DRB in a dispute involving that problem. A DRB Member who has ex parte contact with a party or party representative shall be subject to removal from the DRB for cause.

DRB Members may withdraw from the DRB upon delivery of written notice of withdrawal to the Authority, Contractor, and the other DRB Members, which notice shall specify a withdrawal date at least 28 days following the date of delivery of the notice. Should the need arise to appoint a replacement DRB Member, the replacement member shall be appointed in the same manner as provided by the Contract for appointment of the original member. The selection of a replacement DRB Member shall begin promptly upon notification of the necessity for a replacement, and shall be completed within 28 days thereafter. The change in DRB membership shall be evidenced by the new member's signature on the DRB Agreement.

This DRB Agreement may be terminated by mutual agreement of the Authority and Contractor at any time upon not less than four weeks written notice to the other parties. Authority and Contractor shall each have the right, one time only, to require appointment of a new disputes resolution board to resolve future disputes, which right may be exercised at any time by delivery of notice to such effect to the other party and to the current DRB Members. In such event a new agreement in the same form as this DRB Agreement will be executed establishing the new DRB, and except as otherwise mutually agreed by the Authority and Contractor, the work to be performed by the DRB established under this DRB Agreement shall be limited to disputes submitted to the DRB before delivery of the notice requiring appointment of a new DRB.

The personal services of the DRB Member are a condition to receiving payment hereunder. No DRB Member shall assign any of his or her work pursuant to this DRB Agreement without the prior written consent of both the Authority and Contractor.

Each DRB Member, in the performance of his or her duties on the DRB, is acting as an independent contractor and not as an employee of either the Authority or Contractor. No DRB Member will be entitled to any employee benefits.

### 3. Hearings and Decisions

Each Dispute under the Contract shall be heard by the DRB as provided in the "Disputes" clause (Section 51) of the General Provisions.

In general, the DRB shall have the right to establish its own procedures and time limits, including the right to establish or to waive evidentiary rules and procedures, except for evidentiary rules pertaining to privilege. Each party shall retain the right to discovery as provided in the Contract and to present its witnesses and evidence at its own discretion, within the parameters established by the DRB.

Upon receipt by the DRB of a notice of appeal, either from the Contractor or the Authority,



the DRB shall convene a hearing to review and consider the matter as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Both the Authority and the Contractor are encouraged to provide exhibits, calculations, and any other pertinent material to the DRB for review prior to the hearing. All such material shall concurrently be given to the other party.

The DRB shall convene to consider questions presented to it, and shall at the conclusion of each hearing either provide the DRB Decision or advise the parties when the DRB Decision will be forthcoming.

#### **4. Provision of Documents to DRB**

The Contractor, with assistance of the Authority, shall furnish to each DRB Member one copy of all documents it might have, other than those furnished by the Authority, which are pertinent to the performance of the Contract and necessary to the DRB's work.

The Authority shall furnish each DRB Member one copy of all Contract Documents, all Design Documents (following preparation thereof by the Contractor and approval thereof by Authority), and other documents pertinent to the performance of the Contract and necessary to the DRB's work.

Each DRB Member agrees to execute and deliver a confidentiality agreement as described in the "Availability for Review" clause (Section 25.1) of the General Provisions with respect to copies of Escrowed Proposal Documents (EPDs) that may be provided to the DRB.

#### **5. Expenses**

Except as otherwise provided in Section 6 hereof, payment for services rendered by each DRB Member and for their direct, non-salary expenses shall be calculated in accordance with the payment schedule for such DRB Member agreed to among the Authority, the Contractor, and the DRB Member, and shall be paid in accordance with this Section 5.

Invoices for payment for work completed shall be submitted no more often than once per month. Such invoices shall be in a format approved by the Authority and accompanied by a general description of activities performed during this period. The value of work accomplished for payment shall be established from the billing rate and hours expended by the DRB Member together with direct, non-salary expenses. Billings for expenses shall include an itemized listing supported by copies of the original bills, invoices, expense accounts, and miscellaneous supporting data.

Each DRB Member shall keep available for inspection, for a period of three years after final payment, the cost records and accounts pertaining to this DRB Agreement.

#### **6. Disputes Involving Other Parties**

The parties acknowledge that various third parties may agree that the jurisdiction of the DRB shall extend to disputes affecting such third parties. In general, such disputes shall be heard by the three DRB Members, appointed as described above, in accordance with the terms of the Contract, this DRB Agreement, and the contract between the Authority and such third parties ("Such Third Parties"). However, to the extent that the following rights are provided to

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Such Third Parties by the Authority, the Parties agree that the membership of the DRB may be modified with respect to disputes involving Such Third Parties, as follows:

- A. Such Third Party may agree to use the existing DRB with respect to the dispute. This option shall be deemed selected:
  - i. Unless Such Third Party delivers written notice to the DRB that it intends to select a qualified consultant/DRB Member with respect to such dispute, which notice is delivered to the DRB Chairperson within seven days after delivery of written notice to Such Third Party describing the dispute and stating that Such Third Party is a necessary party to the dispute resolution procedure, or
  - ii. If Such Third Party fails to select a qualified consultant/DRB Member, as described above, within seven days after delivery of notice of intent to select such person, or after notification of the Authority's or Contractor's disapproval of the DRB Member.
- B. If Such Third Party elects not to use the existing DRB as provided above, then Such Third Party may:
  - i. Select an advisor who shall act as a non-voting consultant to the DRB with respect to the dispute; or
  - ii. Select a fourth DRB Member who shall have the right to participate in the selection of a fifth DRB Member and to participate in the decision-making process hereunder with respect to such dispute; or
  - iii. With respect to disputes which do not involve the Contractor, appoint a DRB Member who shall replace the DRB Member appointed by the Contractor.

In selecting a non-voting consultant/DRB Member, Such Third Party is encouraged to appoint the same individual for all disputes, so that such individual will have the opportunity to develop expertise and familiarity regarding the Project.

Any non-voting consultant or DRB Member selected by Such Third Party shall be required to meet the qualifications for DRB Members set forth herein, and shall execute and agree to be bound by the terms of this DRB Agreement as to disputes involving Such Third Party. In the event that a fourth member is selected, Such Third Party's selection of the fourth DRB Member shall be subject to the Authority's and Contractor's approval, and the fifth DRB Member shall be selected by a majority vote of the four DRB Members. Disputes regarding appointment of such fifth Member shall be subject to the dispute resolution procedures set forth in the Contract, and shall be decided by the original three DRB Members.

Expenses of the DRB payable by Such Third Party shall be as follows:

- In the event that option 6.A is selected, or if Such Third Party elects to appoint a voting DRB Member, Such Third Party shall share equally the costs and expenses for the DRB determined in accordance with the Contract, including the costs of the two additional DRB Members; and
- In the event that Such Third Party opts to appoint a non-voting consultant, Such Third Party shall be responsible for paying the costs and expenses for the consultant which it



appointed, as well as a proportionate share of the costs and expenses of the third DRB member, together with a proportionate share of any common costs allocable to the parties to a dispute under the Contract. In determining the amount of any such payment or reimbursement of costs and expenses, the DRB Members are specifically directed to consider the benefit accruing to Such Third Party resulting from the DRB's expertise and familiarity with the Project, and the expenditures previously incurred by the Authority and the Contractor to develop such expertise and familiarity. In such case the Contractor shall be responsible for paying amounts invoiced by the DRB Members for the common costs, and invoicing the other participants for their share of such amounts.

The provisions set forth in this Section 6 shall supersede any provisions to the contrary contained in the Contract.

## **7. Miscellaneous**

Capitalized terms used but not defined herein shall have the meanings set forth in the Contract.

Notices hereunder shall be sent as provided in the Contract. The addresses for the DRB Members are set forth on the signature pages hereof.

This DRB Agreement shall be governed by and construed in accordance with the law of the State of California. To the extent that the Federal Arbitration Act may apply to disputes considered hereunder, to the maximum extent allowed by law, the parties hereby waive any requirements of the Federal Arbitration Act that are inconsistent with the provisions of this DRB Agreement and the Contract.

No DRB Member shall release any material or data prepared or received by the DRB under this DRB Agreement to any other person or agency. All press releases or information to be published in newspapers, magazines, or electronic media, shall be distributed only after first being authorized by the Authority and the Contractor.

The parties hereto mutually understand and agree that all DRB Members, in the performance of their duties on the DRB, are acting in the capacity of independent contractors and not as employees of the Authority or the Contractor. The DRB Members shall have no personal or professional liability arising from the services provided under this DRB Agreement.

EXECUTION VERSION



IN WITNESS WHEREOF, the parties hereto have executed this DRB Agreement as of the day and year first above written.

## DRB MEMBERS

	Address
Signature: _____	<div></div>
Printed Name _____	
Signature: _____	<div></div>
Printed Name: _____	
Signature: _____	<div></div>
Printed Name: _____	

## CONTRACTOR

Signature: _____
Printed Name: _____
Title: _____
Signature: _____
Printed Name: _____
Title: _____

EXECUTION VERSION

[EXHIBITS TO BE ADDED]





**Attachment J: Buy America Certificate**

EXECUTION VERSION



**Cert. 9: Buy America Certifications**

The Proposer/Contractor shall comply with 49 U.S.C. § 24405(a), which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted.

**Certificate of Compliance with 49 U.S.C. § 24405(a)**

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date:

6/5/2015

Signature:



Printed Name:

Alejandro Canga Botteghelz

Company Name:

Dragados/Flatiron Joint Venture

Title:

Attorney-in-Fact**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date:

Signature:

Printed Name:

Company Name:

Title:

<sup>1</sup> Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.



**Cert. 9: Buy America Certifications**

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**Certificate of Compliance with 49 U.S.C. § 24405(a)**

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date:

October 15, 2014

Signature:



Printed Name:

Alejandro Canga Botteghelz

Company Name:

Dragados USA, Inc.

Title:

West Coast President**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date:

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Signature:

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Printed Name:

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Company Name:

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Title:

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<sup>1</sup> Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.



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**Certificate of Compliance with 49 U.S.C. § 24405(a)**

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date: October 9, 2014

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Richard Grabinski

Company Name: \_\_\_\_\_

Flatiron West, Inc.

Title: \_\_\_\_\_

Vice President

**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

<sup>1</sup> Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.



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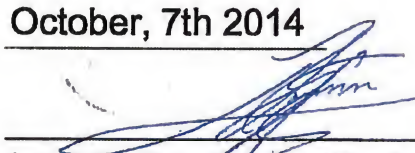
Date: October, 7th 2014

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
Ignacio Segura Suriñach

Dragados S.A.

Chief Executive Officer

**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**Certificate of Compliance with 49 U.S.C. § 24405(a)**

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date: October 10, 2014

Signature: 

Printed Name: G. Melody Pickett

Company Name: Flatiron Constructors, Inc.

Title: Vice President & Secretary

**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

<sup>1</sup> Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.



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**Certificate of Compliance with 49 U.S.C. § 24405(a)**

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date: 9-24-14

Signature: 

Printed Name: Steven P. Bichich

Company Name: Jacobs Engineering Group Inc.

Title: Vice President

**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

<sup>1</sup> Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.





**Cert. 9: Buy America Certifications**

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**Certificate of Compliance with 49 U.S.C. § 24405(a)**

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date: September 10, 2014

Signature: \_\_\_\_\_

Printed Name: Aaron G. Byrd, PLS

Company Name: DeWalt Corporation

Title: Director of Surveying

**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

<sup>1</sup> Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.



**Cert. 9: Buy America Certifications**

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**Certificate of Compliance with 49 U.S.C. § 24405(a)**

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date: September 4, 2014

Signature: David D. Harwood

Printed Name: David D. Harwood

Company Name: Terracon Consultants Inc.

Title: Senior Vice President

**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

<sup>1</sup> Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.



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**Certificate of Compliance with 49 U.S.C. § 24405(a)**

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date:

August 26, 2014

Signature:



Printed Name:

Francisco Fernandez-LaFuente

Company Name:

Sener Engineering and Systems, Inc.

Title:

CEO**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date:

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Signature:

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Printed Name:

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Company Name:

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Title:

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<sup>1</sup> Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.



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**Certificate of Compliance with 49 U.S.C. § 24405(a)**

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date:

10/21/14

Signature:

Farid Motamed

Printed Name:

Farid Motamed

Company Name:

Fugro Consultants, Inc.

Title:

Vice President**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date:

Signature:

Printed Name:

Company Name:

Title:

<sup>1</sup> Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.





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**Certificate of Compliance with 49 U.S.C. § 24405(a)**

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date:

October 1, 2014

Signature:

[Signature]

Printed Name:

John C. James

Company Name:

James Transportation Corp

Title:

President**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Company Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

<sup>1</sup> Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.



**Cert. 9: Buy America Certifications**

The Proposer/Contractor shall comply with 49 U.S.C. § 24405(a), which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted.

**Certificate of Compliance with 49 U.S.C. § 24405(a)**

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date: 09 OCT 14

Signature:

Printed Name: Paul J Hamilton, PE

Company Name: Mountain Pacific, Inc.

Title: Principal

**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

<sup>1</sup> Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.



**Cert. 9: Buy America Certifications**

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**Certificate of Compliance with 49 U.S.C. § 24405(a)**

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date: 10/8/14

Signature: [Signature]

Printed Name: Karen Wonnemberg

Company Name: Repet Constr. Supply

Title: Manager

**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date: 10/8/14

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

<sup>1</sup> Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.





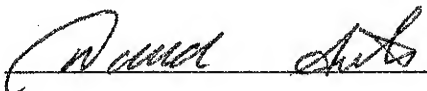
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**Certificate of Compliance with 49 U.S.C. § 24405(a)**

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date: 10/22/14

Signature: 

Printed Name: David Soto

Company Name: Alert-O-Lite Inc.

Title: Chief Financial Officer

**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

<sup>1</sup> Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.



**Cert. 9: Buy America Certifications**

The Proposer/Contractor shall comply with 49 U.S.C. § 24405(a), which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted.

**Certificate of Compliance with 49 U.S.C. § 24405(a)**

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date: 10/22/2014

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

Kelly Graser

Kelly Graser

Bradley Tanks, Inc.

Director of Compliance

**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

<sup>1</sup> Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.



**Cert. 9: Buy America Certifications**

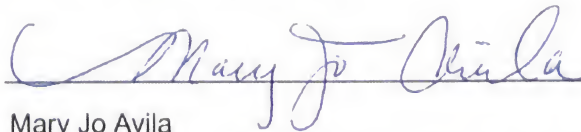
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**Certificate of Compliance with 49 U.S.C. § 24405(a)**

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date: October 21, 2014

Signature: \_\_\_\_\_



Printed Name: Mary Jo Avila

Company Name: MJ Avila Company, Inc.

Title: President

**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

<sup>1</sup> Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.



**Cert. 9: Buy America Certifications**

The Proposer/Contractor shall comply with 49 U.S.C. § 24405(a), which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted.

**Certificate of Compliance with 49 U.S.C. § 24405(a)**

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date: 10/9/2014

Signature: \_\_\_\_\_

Printed Name: Edmond Rossovich

Company Name: USC Supply

Title: President

**Certificate of Non-Compliance with 49 U.S.C. § 24405(a)<sup>1</sup>**

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

<sup>1</sup> Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.



**Attachment K: Letter of Assent**

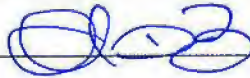


ATTACHMENT B  
LETTER OF ASSENT TO COMMUNITY BENEFITS AGREEMENT  
FOR THE  
CALIFORNIA HIGH-SPEED RAIL PROJECT

The undersigned hereby certifies and agrees that:

- 1.) It is a C/S/E as that term is defined in Section 1.6 of the California High-Speed Rail Community Benefits Agreement ("Agreement") because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Project Work on the Project, or to authorize another party to assign, award or subcontract Project Work, or to perform Project Work.
- 2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 3.) If it performs Project Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5.) It will secure a duly executed Letter of Assent, in form identical to this document, from any C/S/E(s) at any tier or tiers with which it contracts to assign, award, or subcontract Project Work, or to authorize another party to assign, award or subcontract Project Work, or to perform Project Work.

DATED: 6/5/2015 Name of Contractor DEAGADOS-FLATIRON JV.



(Authorized Officer & Title)

ATTORNEY-IN-FACT.

(Address)

3200 PARK CENTER DR. #600  
COSTA MESA, (CA) 92626



**Attachment L: Acknowledgment of Organizational Change and Substitution of Procurement Materials**

EXECUTION VERSION





California High-Speed Rail Authority

770 L Street, Suite 11 60,

Sacramento, CA 95814

Attention: Rebecca Harnagel, P.E. – Capital Contracts Procurement Manager

June 5, 2015

Re: Request for Proposals No. HSR 13-57; Dragados/Flatiron Acknowledgement of Organizational Change and Substitution of Procurement Materials

Attn: Ms. Rebecca Harnagel,

On December 13, 2013, Dragados/Flatiron/Shimmick Joint Venture ("Dragados/Flatiron/Shimmick") submitted a statement of qualifications ("SOQ") in response to Request for Qualifications No. HSR 13-57 dated as of October 9, 2013, as amended (the "RFQ"), issued by the California High Speed Rail Authority (the "Authority"). On October 30, 2014, Dragados/Flatiron/Shimmick submitted a proposal ("Proposal") as the Proposer in response to Request for Proposals No. HSR 13-57 dated as of April 2, 2014, as amended (the "RFP"), issued by the Authority. Subsequently, Dragados/Flatiron/Shimmick delivered certain escrowed proposal documents ("Escrowed Proposal Documents") to the Authority as required by the RFP.

On May 20, 2015, the Authority issued a letter to Dragados/Flatiron/Shimmick advising that the contract for CP 2-3 procurement (HSR 13-57) would be issued and Dragados/Flatiron/Shimmick would have until close of business May 28, 2015 to execute the contract. On May 28, 2015 the Authority provided a one-day extension to May 29, 2015. The final contract documents were issued by the Authority to Dragados/Flatiron/Shimmick on May 29, 2015 (the "Contract").

By letter dated May 20, 2015, Dragados/Flatiron/Shimmick requested approval from the Authority for a change in organizational structure to allow Shimmick Construction Company, Inc. to withdraw from the Proposer. Following approval of the organizational change, the Proposer Team will be a joint venture consisting of Dragados USA, Inc. and Flatiron West, Inc. as the sole Equity Members ("Dragados/Flatiron"). Dragados/Flatiron hereby:

1. Acknowledges that with respect to the SOQ, Proposal, the Escrowed Proposal Documents and all other aspects of the CP 2-3 procurement, Dragados/Flatiron replaces Dragados/Flatiron/Shimmick as the "Proposer" in all instances.
2. Adopts the SOQ, Proposal and Escrowed Proposal Documents submitted by Dragados/Flatiron/Shimmick, as amended herein, in their entirety for all purposes, including but not limited to Proposal Form A (Transmittal Letter).
3. Certifies that, as amended herein, the SOQ, Proposal and Escrowed Proposal Documents are complete, true, correct and accurate.

4. Submits new Certification Nos. 1 and 3-14, as follows, which supersede and replace the certifications included in the original Proposal:

- Cert. 1: Proposer Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification
- Cert. 3: Non-Collusion Affidavit
- Cert. 4: Organizational Conflicts of Interest Affidavit
- Cert. 5: Equal Employment Opportunity Certification
- Cert. 6: Non-Discrimination Certification
- Cert. 7: Certification Regarding Lobbying
- Cert. 8: Drug Free Workplace Program Certification
- Cert. 9: Buy America Certifications
- Cert. 10: Iran Contracting Certification
- Cert. 11: Darfur Contracting Act Certification
- Cert. 12: Certification Regarding Miscellaneous State Requirements
- Cert. 13: Proposer's Overall Project Small Business Goal Commitment Affidavit
- Cert. 14: Escrowed Proposal Documents Certification

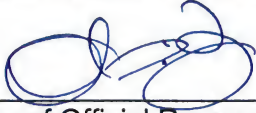
5. Certifies that, as amended herein, the Proposal and Escrowed Proposal Documents, are submitted without reservation, qualification, assumptions or conditions.

6. Authorizes the Authority to make any inquiries necessary to verify the information presented in this letter and attachments, and to obtain any financial information necessary to evaluate the Proposer change request.

7. Certifies that the Proposer change from Dragados/Flatiron/Shimmick Joint Venture to Dragados/Flatiron Joint Venture has been duly implemented and authorized in accordance with all applicable governing requirements and laws.

The undersigned affirms that the information provided herein is true and accurate and that any misrepresentations are made under penalty of perjury.

Dragados/Flatiron Joint Venture



Signature of Official Representative

ALEJANDRO CANGA BOTTEGHE

Printed Name

ATTORNEY IN FACT.

Title

6/5/2015

Date